

John Moseley April 8, 2025

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<p>IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION MMA LAW FIRM, PLLC,)) Debtor,)) VS.) Civil Action No.) 4:24-cv-4446 MORRIS BART, LLC,)) Appellant.)))) ***** ORAL AND VIDEOTAPED DEPOSITION OF JOHN MOSELEY April 8, 2025 Volume 1 ***** ORAL AND VIDEOTAPED DEPOSITION OF JOHN MOSELEY, produced as a witness at the instance of the DEFENDANT, was taken in the above-styled and numbered cause on April 8, 2025 from 9:11 a.m. to 3:37 p.m., before Toyloria Lanay Hunter, CSR in and for the State of Texas, reported by machine shorthand, at the law offices of MMA Law Firm, 1235 North Loop West, Suite 810, Houston, Texas 77008, pursuant to the Federal Rules of Civil Procedure, and the provisions stated on the record or attached hereto.</p>	<p>INDEX PAGE Appearances..... 2 Stipulations..... 1 Signature and Changes..... 232 Reporter's Certification..... 234 JOHN MOSELEY EXAMINATION By Ms. Veith 10 EXHIBITS Exhibit Description Page Exhibit 1 AMENDED NOTICE OF RULE 30(b)(6) DEPOSITION OF MMA LAW FIRM, PLLC 10 Exhibit 2 LIST OF NAMES: 16 MMA-MB000001-000017 Exhibit 3 E-MAIL DATED JUNE 25, 2021 FROM PHIL VOTTIERO TO MARY KATHERINE SMITH; PATE SMITH, ET AL RE: QUESTIONNAIRE STORM.DOCX; MMA-MB001026-001032 (WITH ATTACHMENTS) 18 Exhibit 4 E-MAIL DATED JUNE 29, 2021 FROM PHIL VOTTIERO TO MARY KATHERINE SMITH, SHANE RADFORD, ET AL, RE: FIRST PARTY INTAKE CALL CENTER; MMA-MB001016-001018 28 Exhibit 5 E-MAIL DATED AUGUST 10, 2021 FROM PHIL VOTTIERO TO PATE SMITH, ZACH MOSELEY RE: STORM DAMAGE CALL CENTER; MMA-MB001014-001015 31 Exhibit 6 E-MAIL DATED AUGUST 20, 2021 FROM SHANE RADFORD TO PATE SMITH, ET AL RE: STORM DAMAGE CALL CENTER; MMA-MB000464-000469 32</p>
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1	THE VIDEOGRAPHER: Today is Tuesday,
2	April 8, 2025. The time is 9:10 a.m., and we're on the
3	record.
4	JOHN MOSELEY,
5	having been first duly sworn, testified as follows:
6	EXAMINATION
7	BY MS. VEITH:
8	Q. Good morning, Mr. Moseley.
9	Can you state your full name for the
10	record, please?
11	A. John Zachary Mosley.
12	Q. And, Mr. Moseley, you are here as a 30(b)(6)
13	representative for MMA Law firm PLLC, right?
14	A. Yes, ma'am.
15	Q. And we are at 1235 North Loop West, Suite 810
16	in Houston. And that's that MMA's business offices?
17	A. Yes, ma'am.
18	Q. I'm going to hand you what will be marked as
19	Deposition Exhibit 1.
20	(Exhibit 1 marked.)
21	BY MS. VEITH:
22	Q. Take a look at that and let me know when
23	you're ready.
24	A. (Reading.)
25	Q. Have you seen this document before?

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1	A. Yes, ma'am.
2	Q. And this is the notice of the deposition that
3	we're sitting here in today, right?
4	A. Yes.
5	Q. And the last page, page 6, has a list of
6	topics, correct?
7	A. Yes, ma'am.
8	Q. And you are the person on behalf of MMA who's
9	designated to speak on all of those topics, correct?
10	A. Yes, ma'am.
11	Q. And there's no one else who would know more
12	about any of those topics?
13	A. No, ma'am.
14	Q. I forgot to start with the rules of
15	depositions. But I know you know them 'cause you're a
16	lawyer. So I'm just going to say a couple that are ones
17	important for me. The first is, as you know, you're
18	under oath just like you would be in a courtroom, right?
19	A. Yes.
20	Q. The second is that you have to answer verbally
21	because we have a court reporter?
22	A. Yes, ma'am.
23	Q. And then the last -- and this is hard for
24	me -- is that we can't talk over each other because
25	she's trying to make a record. And you're good at this;

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1	I'm not. We should talk kind of slowly so that it's
2	easy for the court reporter to take a record; you
3	understand?
4	A. Yes, ma'am.
5	Q. Okay. All right. So I don't obviously want
6	to know about conversations that you had with your
7	lawyers. But what did you do to prepare for today's
8	deposition?
9	A. I read the deposition notice.
10	Q. Did you talk to anyone who's currently or
11	formerly employed by MMA?
12	A. Not outside of conversations with counsel.
13	Q. And did -- well, and I don't want to know the
14	substance. But who were those people?
15	A. Katy Olson.
16	Q. Anyone else?
17	A. No, ma'am.
18	Q. And then did you review any documents?
19	A. Yes, ma'am.
20	Q. What kind of documents did you look at?
21	A. The discovery that was produced.
22	Q. Okay. Those documents that came to us with
23	MMA Bates numbers?
24	A. Yes, ma'am.
25	Q. Anything else?

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<p>1 A. I'm not sure that it had Bates numbers when I</p> <p>2 looked at them. But I assume those are the ones you're</p> <p>3 talking about.</p> <p>4 Q. And for the most part, those are your e-mails,</p> <p>5 right?</p> <p>6 A. There's a lot of documents that I viewed.</p> <p>7 Q. All right. So -- and you also understand that</p> <p>8 this deposition today is limited to Velawcity or Tort</p> <p>9 Network LLC?</p> <p>10 A. Yes.</p> <p>11 Q. So we're just going to be talk about MMA's</p> <p>12 relationships and interactions with Velawcity?</p> <p>13 A. Yes.</p> <p>14 Q. So why don't you tell me when MMA first became</p> <p>15 acquainted with or connected with Velawcity?</p> <p>16 A. I believe it was the Lanier Trial Academy</p> <p>17 either 2020 or 2021.</p> <p>18 Q. What's the Lanier Trial Academy?</p> <p>19 A. It's a legal conference here in Houston.</p> <p>20 Q. Okay. And who at Velawcity did MMA connect</p> <p>21 with?</p> <p>22 A. I met a salesman. His first name is Brian. I</p> <p>23 don't know his last name.</p> <p>24 Q. So in the discovery that I saw, the first</p> <p>25 correspondences are around June of 2021.</p>	<p>1 object.</p> <p>2 MS. GOOTT: And would you clarify to me</p> <p>3 what you think is a speaking objection? Because I said</p> <p>4 compound question, which is not a speaking objection.</p> <p>5 MS. VEITH: Anything after "objection."</p> <p>6 MS. GOOTT: No, that's not how the</p> <p>7 Federal rules work. I get to make my -- this isn't</p> <p>8 state court. So I get to make my full legal objection.</p> <p>9 But you can carry on.</p> <p>10 MS. VEITH: Okay. Sure.</p> <p>11 BY MS. VEITH:</p> <p>12 Q. So, I'm sorry. I missed that.</p> <p>13 Can you repeat it?</p> <p>14 A. What was your question?</p> <p>15 Q. Was it video advertising? Magazine</p> <p>16 advertising? Internet advertising?</p> <p>17 MS. GOOTT: Objection; compound question.</p> <p>18 A. We didn't discuss that.</p> <p>19 BY MS. VEITH:</p> <p>20 Q. So what did you discuss about their</p> <p>21 advertising?</p> <p>22 A. Just that they advertised.</p> <p>23 Q. Okay. At some point in time, did MMA decide</p> <p>24 to utilize Velawcity for advertising?</p> <p>25 A. Yes.</p>
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<p>1 Was it sometime before June of 2021 that</p> <p>2 MMA first became connected with Velawcity?</p> <p>3 MS. GOOTT: Objection; assumes facts not</p> <p>4 in evidence.</p> <p>5 A. I assume I met them before I e-mailed them.</p> <p>6 BY MS. VEITH:</p> <p>7 Q. Okay. And so when you became connected with</p> <p>8 Velawcity, what happened next?</p> <p>9 What did you utilize them for?</p> <p>10 MS. GOOTT: Objection; vague.</p> <p>11 A. We went to dinner.</p> <p>12 BY MS. VEITH:</p> <p>13 Q. Okay. And what'd you talk about at dinner?</p> <p>14 A. Advertising.</p> <p>15 Q. And what kind of advertising did Velawcity</p> <p>16 indicate that they did?</p> <p>17 A. Plaintiff's work.</p> <p>18 Q. And was it video advertising? Magazine</p> <p>19 advertising? Internet advertising?</p> <p>20 A. They didn't discuss --</p> <p>21 MS. GOOTT: Objection -- hold on. I just</p> <p>22 need you to please give me a second so I can get my</p> <p>23 objection on the record. Objection; compound question.</p> <p>24 MS. VEITH: Thanks. And, you know, you</p> <p>25 don't need to do speaking objections. You can just</p>	<p>1 Q. When was that?</p> <p>2 A. I don't know.</p> <p>3 Q. Do you know when Velawcity first placed ads</p> <p>4 for MMA?</p> <p>5 A. I assume it was in the summer of 2021.</p> <p>6 Q. And this information isn't something that you</p> <p>7 endeavored to learn when you were preparing for this</p> <p>8 deposition?</p> <p>9 MS. GOOTT: Objection; vague.</p> <p>10 A. No.</p> <p>11 BY MS. VEITH:</p> <p>12 Q. Okay. Well, let's look at some documents.</p> <p>13 Maybe these will help you remember.</p> <p>14 MS. GOOTT: Sorry, Rebekka. We would --</p> <p>15 we would have focused on dates if that was in your</p> <p>16 topics. But -- yeah. If you give him the documents,</p> <p>17 I'm sure that will help him.</p> <p>18 MS. VEITH: Sure.</p> <p>19 (Exhibit 2 marked.)</p> <p>20 BY MS. VEITH:</p> <p>21 Q. The first document I want to look at actually</p> <p>22 doesn't have anything to do with dates. So we'll mark</p> <p>23 this as Exhibit 2; and it's a document that has some</p> <p>24 Bates numbers at the bottom that begin with MMA-MB, five</p> <p>25 0s 1.</p>

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<p style="text-align: right;">Page 17</p> <p>1 A. (Reading.)</p> <p>2 Q. And just let me know when you're ready.</p> <p>3 A. Okay.</p> <p>4 Q. So I understand from MMA's discovery responses</p> <p>5 that this is a list of all MMA clients who are now</p> <p>6 represented by Morris Bart, who came to MMA through</p> <p>7 Velawcity. And I just want to confirm that is that your</p> <p>8 understanding as well?</p> <p>9 A. If this was produced in response to that yes,</p> <p>10 then yes.</p> <p>11 Q. Okay. Thank you.</p> <p>12 How did you determine who -- which of</p> <p>13 those MMA Morris Bart clients came through Velawcity?</p> <p>14 A. I believe this list is clients that MMA</p> <p>15 contracted with Velawcity to help with marketing and</p> <p>16 intake.</p> <p>17 Q. Okay. Can you explain to me what that means?</p> <p>18 Clients that MMA contracted with through</p> <p>19 Velawcity to help with marketing and intake?</p> <p>20 A. MMA employed Velawcity to help with intake and</p> <p>21 marketing.</p> <p>22 Q. Uh-huh. And I guess I'm asking a slightly</p> <p>23 different question. When you determined that this list</p> <p>24 of clients were -- came to MMA through Velawcity, how</p> <p>25 did -- how were you able to make that determination?</p>	<p style="text-align: right;">Page 19</p> <p>1 were not provided with attachments. When the e-mails</p> <p>2 were provided with attachments, they didn't have Bates</p> <p>3 numbers. So I'm going to also hand you, which will be</p> <p>4 just a part of Exhibit 3, the native version of the</p> <p>5 e-mail that has the attachment.</p> <p>6 A. (Reading.)</p> <p>7 Q. Same e-mail, just one extra page at the end</p> <p>8 for the attachment.</p> <p>9 A. Okay.</p> <p>10 Q. All right. So from what I could see in the</p> <p>11 documents that were produced, this is the earliest</p> <p>12 correspondence that was produced with Velawcity.</p> <p>13 So if you go to the -- you know, back of</p> <p>14 the e-mail 'cause that's the first e-mail in the chain,</p> <p>15 there's an e-mail from you on Wednesday, June 23rd, 2021</p> <p>16 to Phil at Velawcity.</p> <p>17 Do you want to look at it? I'm going to</p> <p>18 ask you a couple of questions about it.</p> <p>19 A. (Reading.) Okay.</p> <p>20 Q. So do you recall was this like your first</p> <p>21 interaction with Velawcity after that Lanier Trial</p> <p>22 Academy?</p> <p>23 A. I don't think so.</p> <p>24 Q. Okay. So there would have been earlier</p> <p>25 correspondences perhaps?</p>
<p style="text-align: right;">Page 18</p> <p>1 A. Internal processes.</p> <p>2 Q. And what are those processes?</p> <p>3 A. Our database.</p> <p>4 Q. Okay. And what's that database?</p> <p>5 A. Smart Advocate.</p> <p>6 THE REPORTER: I'm sorry. I didn't hear</p> <p>7 that.</p> <p>8 THE WITNESS: Smart Advocate.</p> <p>9 BY MS. VEITH:</p> <p>10 Q. And somewhere in Smart Advocate it indicates</p> <p>11 if a client came in through Velocity's intake?</p> <p>12 A. It tracks the marketing and intake of the</p> <p>13 entire firm.</p> <p>14 THE REPORTER: Of the entire?</p> <p>15 THE WITNESS: Firm.</p> <p>16 THE REPORTER: Keep your voice up at the</p> <p>17 end, please, sir.</p> <p>18 (Exhibit 3 marked.)</p> <p>19 BY MS. VEITH:</p> <p>20 Q. All right. So now getting into some dates.</p> <p>21 I'll show you what we'll mark as Exhibit 3. And this is</p> <p>22 a document that begins with Bates number MMA-MB two 0s</p> <p>23 1026. And just let me know when you're ready -- oh, and</p> <p>24 actually, sometimes we're going to have to do something</p> <p>25 with some of these exhibits because initially e-mails</p>	<p style="text-align: right;">Page 20</p> <p>1 A. Phone calls. Meetings.</p> <p>2 Q. Would there have been earlier e-mails?</p> <p>3 A. Not to my knowledge.</p> <p>4 Q. Okay. So in this e-mail, you thank Mr. -- I</p> <p>5 forget, Vottiero for his time today. And you cc Pate</p> <p>6 Smith and Mary Katherine Smith on the e-mail.</p> <p>7 Who are Pate and Mary Katherine?</p> <p>8 A. Former employees of MMA.</p> <p>9 Q. And were they attorneys or administrative</p> <p>10 employees?</p> <p>11 A. I'm not sure if Pate Smith was an attorney at</p> <p>12 this time, but he ended up being an attorney. And Mary</p> <p>13 Katherine Smith was his wife.</p> <p>14 Q. But she was also employed by MMA?</p> <p>15 A. I think so.</p> <p>16 Q. You don't know in what capacity, though?</p> <p>17 A. I'm not sure if she was employed by Pate or</p> <p>18 she was employed by MMA.</p> <p>19 Q. Got it. Okay. And you say that Pate and Mary</p> <p>20 Katherine are the leads for these voluminous referrals.</p> <p>21 Can you tell me what referrals you're</p> <p>22 talking about?</p> <p>23 A. They're normal like contractor public adjuster</p> <p>24 referrals.</p> <p>25 Q. Okay. And what's a normal contractor public</p>

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<p style="text-align: right;">Page 21</p> <p>1 adjuster referral? How did that work?</p> <p>2 A. If a contractor comes across an insurance</p> <p>3 claim, it gets denied or grossly underpaid, they give</p> <p>4 the homeowner our contact information. Then the</p> <p>5 property owner for the commercial or residential reaches</p> <p>6 out --</p> <p>7 THE REPORTER: Slow -- slow down, please,</p> <p>8 sir.</p> <p>9 A. Reaches out to us to represent them.</p> <p>10 BY MS. VEITH:</p> <p>11 Q. Okay. All right. And going up forward in the</p> <p>12 chain, Mary Katherine responds. It looks like she's an</p> <p>13 administrative assistant, based on her signature.</p> <p>14 And she notes, "Our referral source that</p> <p>15 has about 200 clients"; do you see that?</p> <p>16 MS. GOOTT: Objection to the sidebar.</p> <p>17 You're just making comments about who she is, not asking</p> <p>18 questions. Go ahead.</p> <p>19 MS. VEITH: I asked a question.</p> <p>20 A. I didn't hear you ask your question.</p> <p>21 BY MS. VEITH:</p> <p>22 Q. Mary Katherine mentions a referral source that</p> <p>23 has about 200 clients; do you see that?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. I want to flip back then to the</p>	<p style="text-align: right;">Page 23</p> <p>1 MS. VEITH: -- that was about the prior</p> <p>2 e-mail. But my question that I'm asking --</p> <p>3 MS. GOOTT: He didn't answer. You just</p> <p>4 kept talking. So if you could -- it's just so we're</p> <p>5 clear and I -- we can have a -- I don't want to</p> <p>6 interrupt you. But you make comments about it and your</p> <p>7 understanding. And if you want to ask him the question,</p> <p>8 that's fine. But then if you could just keep it one at</p> <p>9 a time so that he knows what he's answering.</p> <p>10 MS. VEITH: Sure.</p> <p>11 BY MS. VEITH:</p> <p>12 Q. What are the questions that you guys are</p> <p>13 discussing in this e-mail?</p> <p>14 A. I would assume it would be PNC name, address,</p> <p>15 date of loss, claim number, policy number, insurance</p> <p>16 company.</p> <p>17 Q. And why was Mr. Vottiero going to autopopulate</p> <p>18 questions?</p> <p>19 MS. GOOTT: Objection; calls for</p> <p>20 speculation. Foundation.</p> <p>21 BY MS. VEITH:</p> <p>22 Q. If you have an understanding.</p> <p>23 A. I guess I don't understand your question.</p> <p>24 Q. Mr. Vottiero asks here, "After reviewing, how</p> <p>25 many of the questionnaire questions can we autopopulate</p>
<p style="text-align: right;">Page 22</p> <p>1 previous page. And Mr. Vottiero responds. And he's</p> <p>2 talking about a script that I think Mary Katherine or</p> <p>3 you had sent him, although I don't know, so correct me</p> <p>4 if I'm wrong.</p> <p>5 And he says, "After reviewing how many of</p> <p>6 the questionnaire questions can we auto populate based</p> <p>7 off referral source? How many of the questions need to</p> <p>8 be answered in order to send contract?"</p> <p>9 Can you tell me what questions you guys</p> <p>10 were discussing?</p> <p>11 MS. GOOTT: Hold on. What is the pending</p> <p>12 question? 'Cause you asked two questions before that</p> <p>13 one. So are you withdrawing the first two? It's</p> <p>14 confusing.</p> <p>15 MS. VEITH: What are the first two that</p> <p>16 you think I asked?</p> <p>17 MS. GOOTT: Well, not what I think you</p> <p>18 asked. First you said what you thought it was. Then</p> <p>19 you asked if -- if that was his understanding. And then</p> <p>20 you read from the content of it and asked the question.</p> <p>21 So if you could just clarify the</p> <p>22 question.</p> <p>23 MS. VEITH: So I think he answered the</p> <p>24 question about my understanding --</p> <p>25 MS. GOOTT: No --</p>	<p style="text-align: right;">Page 24</p> <p>1 based off referral source?"</p> <p>2 Do you see that?</p> <p>3 A. Uh-huh.</p> <p>4 Q. What -- why was Mrs. Vottiero going to</p> <p>5 autopopulate questions, if you know?</p> <p>6 A. To keep data clean.</p> <p>7 Q. And that was questions that these potential</p> <p>8 clients would answer?</p> <p>9 A. It's usually claim number/policy number.</p> <p>10 Because those can be 10, 12-digit numbers, they</p> <p>11 oftentimes get messed up when people enter them. So if</p> <p>12 they're autopopulated by auto extraction, it keeps the</p> <p>13 data clean so mistakes aren't made in the future.</p> <p>14 Q. Understood. Information, though, the claim</p> <p>15 number and the policy number, that's; coming from the</p> <p>16 client, right?</p> <p>17 A. It can come from the client.</p> <p>18 Q. Where else would it come from?</p> <p>19 A. Insurance docs, referrals, the -- the client</p> <p>20 could mail us the documents or e-mail us the documents,</p> <p>21 and then we would extract it from the document and put</p> <p>22 it into the system.</p> <p>23 Q. Got it.</p> <p>24 Next e-mail up, you respond, "I thought</p> <p>25 there were multiple referrals sources, thousands of</p>

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<p style="text-align: right;">Page 25</p> <p>1 PNCs"; do you see that?</p> <p>2 A. (Nods head affirmatively.)</p> <p>3 Q. Why did you think there were thou-- PNC, does</p> <p>4 that mean potential new clients?</p> <p>5 A. Yes, ma'am.</p> <p>6 Q. Why did you think that there were thousands of</p> <p>7 potential new compliance?</p> <p>8 A. Four hurricanes hit the coast of in a 12-month</p> <p>9 period. There were hundreds of thousands of PNCs. We</p> <p>10 were talking to hundreds of referral sources, which</p> <p>11 would have gathered us thousands of clients.</p> <p>12 Q. And just to be clear, you said four</p> <p>13 hurricanes. This is June 2021. So this is before a</p> <p>14 hurricane hit, right?</p> <p>15 A. Yeah, so hurricane Laura and delta would have</p> <p>16 hit at this time.</p> <p>17 Q. Got it. All right. I'm going to go up to the</p> <p>18 first page in the e-mail, so the last e-mail in the</p> <p>19 chain essentially. And this e-mail is from Mr. Vottiero</p> <p>20 with Velawcity, right?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. And he's attaching a document called</p> <p>23 "Questionnaire Storm"; do you see that?</p> <p>24 A. (Reading.) Yes.</p> <p>25 Q. Up in attachments?</p>	<p style="text-align: right;">Page 27</p> <p>1 an e-mail saying that these e-mails weren't necessarily</p> <p>2 responsive to your discovery. This has nothing to do</p> <p>3 with the MSA.</p> <p>4 Q. It does have to do with storms, though, right?</p> <p>5 'Cause you just -- it's questionnaire storm, correct?</p> <p>6 A. Yes, these are organic leads. These are</p> <p>7 nonmarketed MMA -- or nonmarketed Velawcity cases.</p> <p>8 MS. VEITH: And I'm going to object to</p> <p>9 this answer as nonresponsive.</p> <p>10 BY MS. VEITH:</p> <p>11 Q. 'Cause the question I'm asking is just, was</p> <p>12 Velawcity going to deliver a signed contract from a PNC</p> <p>13 to MMA?</p> <p>14 MS. GOOTT: Objection; vague. You're</p> <p>15 talking about intake. You're here -- your notice, your</p> <p>16 depo and the issue that was scheduled for today was</p> <p>17 whether or not how these clients were obtained.</p> <p>18 This issue -- and I think maybe what</p> <p>19 you're missing is that Velawcity had a different work</p> <p>20 that they did with MMA. Completely unrelated. So</p> <p>21 you're confusing two things.</p> <p>22 THE WITNESS: These people are not from</p> <p>23 this (pointing).</p> <p>24 MS. VEITH: Okay.</p> <p>25 THE WITNESS: These are two separate</p>
<p style="text-align: right;">Page 26</p> <p>1 And if you look at that attachment which</p> <p>2 is attached to the native file, it's a chart with</p> <p>3 certain information about a client that would be filled</p> <p>4 in; is that right?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. And so Mr. Vottiero says that he had a</p> <p>7 chance to speak with Pate and get the final questions</p> <p>8 wrapped up, and he's recapping below; is that fair to</p> <p>9 say?</p> <p>10 A. (Reading.) I mean, he's giving instructions.</p> <p>11 He's setting expectations. It's a lengthy e-mail.</p> <p>12 Q. Got it. And if you look to the fourth</p> <p>13 paragraph, if you found that first little sentence of</p> <p>14 the paragraph, it starts with, "In the short term."</p> <p>15 He says, "In the short term, we will</p> <p>16 deliver signed contract and completed end date to a list</p> <p>17 of e-mails that you designate"; do you see that?</p> <p>18 A. Yes.</p> <p>19 Q. And that's one of those expectations that you</p> <p>20 said Mr. Vottiero was discussing?</p> <p>21 A. Yeah.</p> <p>22 Q. And so Velawcity was going to deliver to MMA</p> <p>23 contracts signed by these PNCs?</p> <p>24 A. This is not part of the MSA. This is a</p> <p>25 different deal. That's why I was -- I think we sent you</p>	<p style="text-align: right;">Page 28</p> <p>1 lists.</p> <p>2 MS. VEITH: Thank you for that answer.</p> <p>3 Can you just answer my question?</p> <p>4 BY MS. VEITH:</p> <p>5 Q. In the context of this e-mail --</p> <p>6 A. I'm trying to answer your questions as best as</p> <p>7 possible to give the whole picture.</p> <p>8 Q. Sure. And so in the context of this e-mail</p> <p>9 which you have just provided to me, was Velawcity going</p> <p>10 to deliver signed contracts to MMA?</p> <p>11 MS. GOOTT: Objection; vague. For whom?</p> <p>12 'Cause it has nothing to do with what we're here on</p> <p>13 today or your previous question. You can answer.</p> <p>14 A. I don't know if they would or not.</p> <p>15 (Exhibit 4 marked.)</p> <p>16 BY MS. VEITH:</p> <p>17 Q. Okay. Thank you. All right. Let me show you</p> <p>18 a document I'll mark as Exhibit 4. Okay.</p> <p>19 Take a look at this, and let me know when</p> <p>20 you're ready.</p> <p>21 A. (Reading.)</p> <p>22 Q. Okay. This is an e-mail -- or the last one in</p> <p>23 the chain on the first page is dated Thursday,</p> <p>24 June 29th, 2021; do you see that?</p> <p>25 A. (Reading.)</p>

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<p>1 Q. The first page. So I'm asking about the last 2 e-mail. 3 A. Oh, Tuesday, June 29th? Yes. 4 Q. Okay. And the subject is, "First Party Intake 5 Call Center"; you see that? 6 A. Yes. 7 Q. Did that -- is that call center something that 8 relates to that list of clients that we're sitting here 9 today talking about? 10 A. No. 11 Q. Okay. What clients came through the call 12 center if not the hurricane clients? 13 A. The hurricane claimants didn't come through 14 the call center. 15 THE REPORTER: Hurricane clients? 16 THE WITNESS: Didn't come through the 17 call center. 18 BY MS. VEITH: 19 Q. So then how do you know that they aren't the 20 Morris Bart MMA clients? 21 A. Because they were coded differently. 22 Q. How were they coded? 23 A. From the referral source. 24 Q. Okay. And how do I know which is which? 25 'Cause that's not something that was provided to us in</p>	<p>1 you see that? 2 A. Correct. 3 Q. So did Velawcity ultimately come up with a 4 script that they used for hurricane claimants who called 5 into this call center? 6 A. I think our team deferred to counsel to come 7 up with a script. 8 Q. All right. You can set that aside. All 9 right. I show you a document that we'll mark as 10 Exhibit 5. 11 (Exhibit 5 marked.) 12 A. (Reading.) 13 BY MS. VEITH: 14 Q. This is a document that's Bates numbered 15 MMA-MB 00464 on the first page. 16 And do you see that it's an e-mail where 17 the last e-mail in the chain, the first one is dated 18 August 20th, 2021? 19 A. (Reading.) 20 Q. The last e-mail in the chain, first e-mail on 21 the first page? 22 A. August 10th. 23 Q. 20th. 24 MS. GOOTT: We have August 10th. And 25 it's not the same Bates that you mentioned.</p>
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<p>1 any of the discovery responses. 2 MS. GOOTT: Objection; assumes facts not 3 in evidence. Calls for speculation as to what you would 4 know. 5 A. I have no idea of what you know or don't know. 6 BY MS. VEITH: 7 Q. Okay. How can I determine from the documents 8 that you produced? 9 What have you produced that would indicate 10 to me which clients came through the call center and 11 which came through somewhere else? 12 A. I provided responses that answered your 13 questions. That's up for you to determine. 14 Q. Okay. Well, looking at this first party 15 intake call center, go down to e-mail that begins on 16 page 616. And it's just the top. And then the actual 17 substance is on the next page? 18 A. Yes. 19 Q. Okay. Mr. Radford, in this e-mail, is asking 20 if there is a script that is utilized when someone calls 21 in; do you see that? 22 A. Yes, ma'am. 23 Q. And then if you go back to the prior page -- 24 A. Yes. 25 Q. -- Ms. Smith says she doesn't have script; do</p>	<p>1 MS. VEITH: You're right. August 10th. 2 BY MS. VEITH: 3 Q. And so let me correct myself. Exhibit 5, 4 Bates numbers are MMA-MB 001014. 5 It's an e-mail dated August 10th, 2021, 6 correct? 7 A. Yes, ma'am. 8 Q. And the subject is "Storm Damage Call Center," 9 right? 10 A. Yes, ma'am. 11 Q. And in this e-mail, Mr. Vottiero from 12 Velawcity, top e-mail of the chain on August 10th asks 13 you or Pate Smith -- 'cause you're the recipients, 14 correct? 15 A. I am a recipient on this e-mail. 16 Q. To "-- send the agreement that you will need 17 us to send to the plaintiff to get signed on your 18 behalf," correct? 19 A. Correct. 20 Q. So out of this storm damage call center, 21 Velawcity was getting agreements signed by plaintiffs on 22 your behalf, correct? 23 A. Yes. 24 Q. All right. Exhibit 6. 25 (Exhibit 6 marked.)</p>

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<p>1 BY MS. VEITH:</p> <p>2 Q. Exhibit 6 now is that document with MMA-MB</p> <p>3 three 0s 464 as the first Bates number.</p> <p>4 A. (Reading.) Okay.</p> <p>5 Q. Okay. And if you -- this is a continuation of</p> <p>6 that e-mail that we just looked at. And so I really</p> <p>7 just want to look at the sort of first page over into</p> <p>8 the top of the second page, the e-mail's from</p> <p>9 August 19th and 20th.</p> <p>10 So if you go to the e-mail that starts on</p> <p>11 the bottom of the first page, it's from Mr. Radford with</p> <p>12 Velawcity; do you see that?</p> <p>13 A. Yes.</p> <p>14 Q. And he's asking a few questions about what</p> <p>15 looks like portions of an attorney fee contract.</p> <p>16 Is that what these -- this text is in this</p> <p>17 e-mail?</p> <p>18 A. Yes.</p> <p>19 Q. Why was the contract with Shunnarah Injury</p> <p>20 Lawyers?</p> <p>21 A. I think Velawcity was doing work for them as</p> <p>22 well.</p> <p>23 Q. Okay. But a contract with Shunnarah Injury</p> <p>24 Lawyers would not have been one pursuant to which MMA</p> <p>25 was representing a client, correct?</p>	<p>1 speculation.</p> <p>2 BY MS. VEITH:</p> <p>3 Q. If you know.</p> <p>4 Or did you understand Mr. Radford to be</p> <p>5 asking about the attorney's fees percentages on this</p> <p>6 contract?</p> <p>7 MS. GOOTT: Objection; foundation.</p> <p>8 A. I think he's asking what our attorney's fees</p> <p>9 will be or if we can have an attorney fee established</p> <p>10 before a consultation.</p> <p>11 BY MS. VEITH:</p> <p>12 Q. Got it. And Mr. Smith responds, "The percents</p> <p>13 will be 33 percent Pres hit and 40 percent in suit."</p> <p>14 Do you think the "Pres hit" means presuit?</p> <p>15 MS. GOOTT: Objection; calls for</p> <p>16 spacious. Foundation.</p> <p>17 A. I do.</p> <p>18 BY MS. VEITH:</p> <p>19 Q. Okay. So the attorney's fee percentages for</p> <p>20 these contracts were 33 percent of anything recovered</p> <p>21 pre-suit and 40 percent of anything recovered post-suit?</p> <p>22 MS. GOOTT: Objection; foundation.</p> <p>23 Assumes facts not in evidence.</p> <p>24 A. There were numerous different contracts, yeah.</p> <p>25</p>
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<p>1 A. We with might have co-counsel relationships</p> <p>2 with them. I'm not sure.</p> <p>3 Q. Okay. I just don't see MMA listed in here</p> <p>4 defined in the word that's defined as attorneys. So I</p> <p>5 was curious about that.</p> <p>6 MS. GOOTT: Objection; sidebar.</p> <p>7 BY MS. VEITH:</p> <p>8 Q. But one of the things that Mr. Radford is</p> <p>9 asking is -- and this is on the second page -- for</p> <p>10 values for the attorney's fee portion; do you see that?</p> <p>11 A. Where exactly?</p> <p>12 Q. If you go to the -- so on the first page,</p> <p>13 there's an attorney's fees and cost paragraph; do you</p> <p>14 see that?</p> <p>15 A. Yes, ma'am.</p> <p>16 Q. And then on the second page, there's some text</p> <p>17 that says, "I assume these values will be set in the</p> <p>18 retainer before we go live? It will be difficult to get</p> <p>19 potential claimants to sign on a blank fee portion"; do</p> <p>20 you see that?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. So my question was, is Mr. Radford</p> <p>23 asking about the attorney's fees portion of this</p> <p>24 contract?</p> <p>25 MS. GOOTT: Objection; calls for</p>	<p>1 BY MS. VEITH:</p> <p>2 Q. Was that one of the different fee splits that</p> <p>3 you utilized?</p> <p>4 MS. GOOTT: Objection; vague.</p> <p>5 A. 33/40s? Yes.</p> <p>6 (Exhibit 7 marked.)</p> <p>7 BY MS. VEITH:</p> <p>8 Q. Okay. Exhibit 7, an e-mail chain. Let me</p> <p>9 know when you're ready.</p> <p>10 A. (Reading.) Got it.</p> <p>11 Q. Okay. So this e-mail, the -- I can't remember</p> <p>12 if I read the Bates number. But it's MMA-MB four 0s 82</p> <p>13 is the first page. I want you to flip to -- on the</p> <p>14 second page.</p> <p>15 The first e-mail in the chain begins --</p> <p>16 and it's from you on August 29th, 2021 at 4:30 p.m.; do</p> <p>17 you see that?</p> <p>18 A. Yes, ma'am.</p> <p>19 Q. And you write, "Glad we've all decided to</p> <p>20 partner and work together. I wanted to introduce</p> <p>21 everyone"; do you see that?</p> <p>22 A. Yes.</p> <p>23 Q. So you introduced a list of MMA employees,</p> <p>24 correct?</p> <p>25 A. Yes.</p>

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<p>1 Q. And then you note two Velawcity employees,</p> <p>2 Mr. Vottiero and Mr. Radford, correct?</p> <p>3 A. Correct.</p> <p>4 Q. And then you note two attorneys from Krause</p> <p>5 and Kinsman, correct?</p> <p>6 A. Correct.</p> <p>7 Q. And you say, "MMA guys we're all working on</p> <p>8 the same team," correct?</p> <p>9 A. Correct.</p> <p>10 Q. What was that team?</p> <p>11 What were you guys all working on</p> <p>12 together?</p> <p>13 A. Storm damage cases.</p> <p>14 Q. And the subject of this e-mail I think</p> <p>15 specifically is Hurricane Ida and future hurricanes,</p> <p>16 right?</p> <p>17 A. Correct.</p> <p>18 Q. And August 29th, 2021, that's the day that</p> <p>19 Hurricane Ida hit, right?</p> <p>20 A. That sounds right.</p> <p>21 Q. Okay. How -- what did MMA and Krause &</p> <p>22 Kinsman, how did they work together?</p> <p>23 What was that partnership like?</p> <p>24 A. Co-counsel.</p> <p>25 Q. Okay. And what kind of work did Krause &</p>	<p>1 accepting; a client that Velawcity did not weed out?</p> <p>2 MS. GOOTT: Objection; assumes facts not</p> <p>3 in evidence. Mischaracterizes testimony.</p> <p>4 A. Yeah, it really was claims acknowledgment.</p> <p>5 BY MS. VEITH:</p> <p>6 Q. What does claims acknowledgment mean?</p> <p>7 A. Like we needed to verify that there was an</p> <p>8 actual claim. The majority of the calls from marketing</p> <p>9 are people that don't have insurance policies or don't</p> <p>10 have insurance claims.</p> <p>11 And so it's getting -- they might even</p> <p>12 tell you they have one, but they really don't. So it's</p> <p>13 getting to the point of okay, yes, they have an</p> <p>14 insurance claim. Yes, it's prosecutable. And that</p> <p>15 process could be extensive.</p> <p>16 So I mean, honestly, we actually used</p> <p>17 Velawcity. We used KKTL --</p> <p>18 THE REPORTER: I'm sorry, honestly, we</p> <p>19 actually?</p> <p>20 THE WITNESS: We honestly used KKTL. We</p> <p>21 used Velawcity, Galindo. We used MMA. I mean, it was a</p> <p>22 team effort.</p> <p>23 BY MS. VEITH:</p> <p>24 Q. And Velawcity was a part of that team?</p> <p>25 A. They were the intake marketing specialist.</p>
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<p>1 Kinsman do on the cases?</p> <p>2 A. They set up the foundation architecture to</p> <p>3 take our niche firm and make it into a mass-action firm.</p> <p>4 Q. And what sort of foundation architecture was</p> <p>5 that?</p> <p>6 A. Data processing, data collection, automation,</p> <p>7 client communications, database building, software</p> <p>8 training for employees.</p> <p>9 Q. And how was Velawcity involved in all of this?</p> <p>10 A. Krause & Kinsman, Galindo and MMA had decided</p> <p>11 to use Velawcity as our marketing and intake specialist.</p> <p>12 Q. And in terms of intake specialist, what --</p> <p>13 what did Velawcity do as an intake specialist in your</p> <p>14 understanding?</p> <p>15 A. Weed out clients that didn't pass our</p> <p>16 criterion.</p> <p>17 Q. Did they accept clients who did pass your</p> <p>18 criterion?</p> <p>19 A. No.</p> <p>20 Q. Who did the accepting of those clients?</p> <p>21 A. MMA and KKTL.</p> <p>22 THE REPORTER: KK?</p> <p>23 THE WITNESS: TL.</p> <p>24 BY MS. VEITH:</p> <p>25 Q. So what -- what was MMA's process for</p>	<p>1 Q. Was part of the determination of whether a</p> <p>2 client had a prosecutable claim, a conversation between</p> <p>3 MMA and the client?</p> <p>4 A. Oftentimes.</p> <p>5 Q. Okay. And how did MMA communicate with those</p> <p>6 clients? Was it via telephone? Via e-mail? Via text</p> <p>7 message?</p> <p>8 A. All the above.</p> <p>9 Q. Did you have some sort of tracking system</p> <p>10 within the Smart Advocates or some other file that would</p> <p>11 indicate when you communicated with a client?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. Exhibit 8 is going to be a document</p> <p>14 with the Bates number MMA three 0s 474.</p> <p>15 (Exhibit 8 marked.)</p> <p>16 BY MS. VEITH:</p> <p>17 Q. In the first e-mail in this one-page chain,</p> <p>18 Mr. Vottiero writes, "We realize that especially on this</p> <p>19 lien page, we will need to track who the</p> <p>20 contractor/roofer is and/or who the public adjuster is";</p> <p>21 do you see that?</p> <p>22 A. Yes.</p> <p>23 Q. Why was that something that Velawcity needed</p> <p>24 to track, if you know?</p> <p>25 A. These, again, were claimants outside the MSA.</p>

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<p style="text-align: right;">Page 41</p> <p>1 So these were organic leads from MSA. We just needed to</p> <p>2 track it for lien resolution, if there were expenses, if</p> <p>3 work had been performed. There's all sorts of reasons.</p> <p>4 And so we're clear, when I say outside of MSA, I mean</p> <p>5 those are clients not on the list.</p> <p>6 Q. I understand that. Thank you. All right.</p> <p>7 Exhibit 9. This is another one where I'm going to</p> <p>8 review the Bates number document and the native. The</p> <p>9 Bates number document is MMA-MB two 0s 1002.</p> <p>10 (Exhibit 9 marked.)</p> <p>11 A. (Reading.)</p> <p>12 BY MS. VEITH:</p> <p>13 Q. In this e-mail -- in the top e-mail that</p> <p>14 actually contains the attachment, Mr. Vottiero sends you</p> <p>15 an e-mail that says, "See revisions attached," correct?</p> <p>16 A. Correct.</p> <p>17 Q. And the document that's attached is a property</p> <p>18 damage claims attorney employment contract; do you see</p> <p>19 that?</p> <p>20 A. Correct.</p> <p>21 Q. And based on the date blank filled in, was</p> <p>22 this an agreement -- and that date is 8/29/21; do you</p> <p>23 see that?</p> <p>24 A. (No response.)</p> <p>25 Q. In the -- in the attachment? There's a blank</p>	<p style="text-align: right;">Page 43</p> <p>1 Q. All right. Okay. So this document came from</p> <p>2 Mr. Vottiero to you on August 31st, 2021.</p> <p>3 Do you see that?</p> <p>4 A. Yes.</p> <p>5 Q. And he says, "See all the attached fields as</p> <p>6 well as all the accepted answers to those fields"; do</p> <p>7 you see that?</p> <p>8 A. Yes.</p> <p>9 Q. And then the attachment has a list of</p> <p>10 questions. And in some cases, there's a column with</p> <p>11 yes/no or other answers to those questions; is that fair</p> <p>12 to say?</p> <p>13 A. Yes.</p> <p>14 Q. So these were questions that Velawcity would</p> <p>15 ask when they were in-taking a potential hurricane</p> <p>16 client?</p> <p>17 MS. GOOTT: Objection; calls for</p> <p>18 speculation.</p> <p>19 A. These are the criterion to qualify a potential</p> <p>20 new client.</p> <p>21 BY MS. VEITH:</p> <p>22 Q. And what would they -- how would they qualify</p> <p>23 a potential new client?</p> <p>24 A. Verifying insurance is the key. Making sure</p> <p>25 -- well, that's a loaded question. We thought we know</p>
<p style="text-align: right;">Page 42</p> <p>1 for a date that's filled in?</p> <p>2 A. Yes.</p> <p>3 Q. Was this an agreement that was going to be</p> <p>4 used for potential Ida claims?</p> <p>5 A. I think this was a Ida specialty contract.</p> <p>6 Q. What does Ida specialty mean?</p> <p>7 A. So depending on the type of roofing system,</p> <p>8 where the client originated from, if coverage is open,</p> <p>9 if coverage is denied, they'll get different contracts.</p> <p>10 This is a 1030 contract, which means that it was</p> <p>11 probably a high-priced roofing system that they already</p> <p>12 had had coverage open.</p> <p>13 Q. Okay. And Mr. Vottiero at Velawcity made some</p> <p>14 edits to this document, correct?</p> <p>15 A. That's what this e-mail says.</p> <p>16 Q. Mr. Vottiero, is he a lawyer?</p> <p>17 A. No.</p> <p>18 Q. The next document, Exhibit 10. Again, I'm</p> <p>19 going to hand you the Bates numbered document as well as</p> <p>20 the native document.</p> <p>21 (Exhibit 10 marked.)</p> <p>22 A. (Reading.)</p> <p>23 BY MS. VEITH:</p> <p>24 Q. Are you ready?</p> <p>25 A. Yes, ma'am.</p>	<p style="text-align: right;">Page 44</p> <p>1 how to do it by just relying on the clients answers --</p> <p>2 you know, insurance company, claim number, policy</p> <p>3 number, date of loss. You know, do you own the address?</p> <p>4 Will you sign an affidavit saying yes, you have a policy</p> <p>5 on this address, that State Farm is your insurance</p> <p>6 company on this address.</p> <p>7 But come to find out that people just --</p> <p>8 you know. Either they were mistaken or intentionally</p> <p>9 gave us wrong answers even with a signed affidavit. But</p> <p>10 there was just a lot of falloff. But we -- we tried our</p> <p>11 best to screen them. Like a lot of people said no, I</p> <p>12 don't have insurance. Well, they would have been --</p> <p>13 they would have been excluded.</p> <p>14 MS. VEITH: Okay. I'm going to object to</p> <p>15 that as nonresponsive.</p> <p>16 BY MS. VEITH:</p> <p>17 Q. My question just was, how was Velawcity</p> <p>18 obtaining these answers?</p> <p>19 A. I don't understand the question. But go</p> <p>20 ahead.</p> <p>21 MS. GOOTT: I'm going to object -- she's</p> <p>22 already objected. Objection; calls for speculation.</p> <p>23 BY MS. VEITH:</p> <p>24 Q. If you know.</p> <p>25 A. Landing pages and phone conversations, I would</p>

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<p>1 guess.</p> <p>2 MS. GOOTT: I need to make a quick --</p> <p>3 MS. VEITH: That's fine.</p> <p>4 MS. GOOTT: -- call at 10:00 o'clock,</p> <p>5 which is two minutes.</p> <p>6 MS. VEITH: Let's take a break.</p> <p>7 MS. GOOTT: Can I go do that? It will be</p> <p>8 really fast.</p> <p>9 MS. VEITH: That's fine.</p> <p>10 THE VIDEOGRAPHER: The time is 9:58 a.m.,</p> <p>11 and we're off the record.</p> <p>12 (A break was taken from 9:58 a.m. to</p> <p>13 10:08 a.m.)</p> <p>14 THE VIDEOGRAPHER: The time is</p> <p>15 10:08 a.m., and we're back on the record.</p> <p>16 MS. GOOTT: So I don't forget at the</p> <p>17 end -- 'cause it has happened before -- he's going to</p> <p>18 want to read and review. Thank you.</p> <p>19 MS. VEITH: I would have assumed that.</p> <p>20 MS. GOOTT: Yeah, but if it's not on the</p> <p>21 record, he doesn't get to do it. So I learned that the</p> <p>22 hard way once.</p> <p>23 MS. VEITH: That's the best way to learn</p> <p>24 things, though, 'cause you never make the same mistake</p> <p>25 twice.</p>	<p>1 that?</p> <p>2 A. Correct.</p> <p>3 Q. And the answers A through F are, flooding,</p> <p>4 wind/hurricane, wind/hurricane and flood, hail, pipe</p> <p>5 burst and fire, correct?</p> <p>6 A. Yes.</p> <p>7 Q. And then the next one asks what natural</p> <p>8 disasters events are going to be coming into our system;</p> <p>9 do you see that?</p> <p>10 A. Yes.</p> <p>11 Q. What was the system that these events were</p> <p>12 coming into, if you know?</p> <p>13 A. Smart Advocate.</p> <p>14 Q. Okay. And that's the system that MMA utilized</p> <p>15 for client management essentially?</p> <p>16 A. MMA and Krause & Kinsman.</p> <p>17 THE REPORTER: Krause and?</p> <p>18 THE WITNESS: Kinsman.</p> <p>19 BY MS. VEITH:</p> <p>20 Q. Did Velawcity use Smart Advocate as well?</p> <p>21 MS. GOOTT: Objection; calls for</p> <p>22 speculation.</p> <p>23 A. I don't believe so.</p> <p>24 BY MS. VEITH:</p> <p>25 Q. So when Velawcity asked the questions that are</p>
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<p>1 MS. GOOTT: That's for sure. Hopefully</p> <p>2 not.</p> <p>3 (Exhibit 11 marked.)</p> <p>4 BY MS. VEITH:</p> <p>5 Q. Okay. Mr. Moseley, I will hand you what I've</p> <p>6 marked as Deposition Exhibit 11. This document has the</p> <p>7 beginning Bates number MMA-MB four 0s 99.</p> <p>8 A. (Reading.)</p> <p>9 Q. You know what? It's another one with a</p> <p>10 native. Here's the native. That will also be a part of</p> <p>11 Exhibit 11.</p> <p>12 A. (Reading.) Got it.</p> <p>13 Q. Okay. I'm really only interested in the --</p> <p>14 the top e-mail, last one in the chain. But if you need</p> <p>15 to tell me about others for context, that's fine.</p> <p>16 So this is a list of questions and</p> <p>17 answers. Is that fair to say in this top e-mail?</p> <p>18 A. (Reading.) Yes.</p> <p>19 Q. Okay. And so the first question is, "What</p> <p>20 type of catastrophic events per case type"; do you see</p> <p>21 that?</p> <p>22 A. Yes.</p> <p>23 Q. And it says, "We will want to map these from</p> <p>24 the very beginning. These are going to be mapped with</p> <p>25 the questions asked by Velawcity as well"; do you see</p>	<p>1 referenced in this e-mail, where was that preserved, if</p> <p>2 you know?</p> <p>3 MS. GOOTT: Objection. These questions</p> <p>4 are from Mr. Mosley not from --</p> <p>5 MS. VEITH: That's why I said if you</p> <p>6 know.</p> <p>7 MS. GOOTT: No, no, no. But you said</p> <p>8 when Velawcity asked these questions. Mr. Moseley is</p> <p>9 asking these questions.</p> <p>10 MS. VEITH: So, ma'am, what I meant was,</p> <p>11 you see how there's a sentence that says these are going</p> <p>12 to be mapped with questions asked by Velawcity? And we</p> <p>13 had discussed that? That's the questions I'm referring</p> <p>14 to.</p> <p>15 MS. GOOTT: Thank you for making that</p> <p>16 less vague for me. I appreciate it.</p> <p>17 A. Sorry, what's the question?</p> <p>18 BY MS. VEITH:</p> <p>19 Q. Okay. The questions that were going to be</p> <p>20 asked by Velawcity that you and I have previously</p> <p>21 discussed in this e-mail, when those questions were</p> <p>22 asked, where were the answers preserved, if you know?</p> <p>23 A. MMA preserved them in Smart Advocate.</p> <p>24 Q. Did Velawcity send the answers to MMA? How</p> <p>25 did MMA get those answers?</p>

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<p>1 A. I assume there was some sort of API plug-in.</p> <p>2 I don't know what system Velawcity used to house it.</p> <p>3 Q. What's an API plug-in?</p> <p>4 A. It's an acronym the tech guys used to say data</p> <p>5 gets pushed from one system to another.</p> <p>6 Q. So you assumed that data would get pushed from</p> <p>7 Velawcity system to your system?</p> <p>8 A. Data was pushed -- data that originated in</p> <p>9 Velawcity system ultimately ended up in MMA system. I</p> <p>10 don't know if there were intermediaries in between.</p> <p>11 Q. Got it. Okay. Exhibit 12 will be a one-page</p> <p>12 document Bates numbered MMA-MB three 0s 982.</p> <p>13 (Exhibit 12 marked.)</p> <p>14 A. (Reading.)</p> <p>15 BY MS. VEITH:</p> <p>16 Q. In this e-mail, you write to Mr. Vottiero,</p> <p>17 "Any luck on finding software for expert scheduling?"</p> <p>18 You see that?</p> <p>19 A. Yes.</p> <p>20 Q. Why were having Velawcity look for software</p> <p>21 for expert scheduling?</p> <p>22 A. We were looking for a (indiscernible)-like</p> <p>23 solution for scheduling experts.</p> <p>24 Q. And Velawcity, would they have assisted with</p> <p>25 that scheduling?</p>	<p>1 Q. So the attachment lists various contractors;</p> <p>2 fair to say?</p> <p>3 A. Yes.</p> <p>4 Q. And those contractors, were they directed to</p> <p>5 hurricane-relief.com?</p> <p>6 A. Were they directed towards? What do you mean</p> <p>7 by directed towards?</p> <p>8 Q. So Mr. Vottiero says there's a landing page,</p> <p>9 hurricane-relief.com for roofers, contractors, MPAs. I</p> <p>10 guess more simply, what does that mean that that landing</p> <p>11 page was for roofers, contractors, MPAs, if you know?</p> <p>12 A. Organic MMA referrals that we had -- that we</p> <p>13 had established over the past half decade, we had a</p> <p>14 landing page where their clients could access it and</p> <p>15 choose -- I think it was a drop down to -- you know,</p> <p>16 drop down and then the name would pop up.</p> <p>17 And they could say -- it would be like a</p> <p>18 normal landing page with all the claim information --</p> <p>19 name, address, date of loss, claim number, policy</p> <p>20 number. But then it had an additional field where they</p> <p>21 could select who referred them. And then that way we</p> <p>22 could just track who referred them.</p> <p>23 Q. And Mr. Vottiero wrote, "If your client is not</p> <p>24 a 1030 split, don't send them their reference code or a</p> <p>25 link yet."</p>
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<p>1 A. They never would have assisted with the actual</p> <p>2 scheduling, no.</p> <p>3 Q. Just procuring of software if they could have</p> <p>4 found it?</p> <p>5 A. Yes. They -- yes.</p> <p>6 Q. All right. Exhibit 13.</p> <p>7 (Exhibit 13 marked.)</p> <p>8 BY MS. VEITH:</p> <p>9 Q. Another one with a native that will also be a</p> <p>10 part of the exhibit. It is a document Bates labeled</p> <p>11 MMA-MB three 0s 980.</p> <p>12 A. (Reading.)</p> <p>13 Q. Okay. This is an e-mail where Mr. Vottiero is</p> <p>14 sending you an Excel spreadsheet titled "Contractor</p> <p>15 Reference Code"; do you see that?</p> <p>16 A. Yes.</p> <p>17 Q. And in the e-mail, he says, "Please see the</p> <p>18 attachment. Contractors, roofers, MPAs have reference</p> <p>19 codes below. If your client is not a 1030 split, don't</p> <p>20 send them their reference code or a link yet"; do you</p> <p>21 see that?</p> <p>22 A. Yes.</p> <p>23 Q. And then it says, "Landing page for roofers,</p> <p>24 contractors, MPA hurricane/relief.com"; do you see that?</p> <p>25 A. Yes.</p>	<p>1 Does the 1030 split refer to a split with</p> <p>2 the referring contractor?</p> <p>3 A. It's the fee split percentage. It was a 10/30</p> <p>4 contract.</p> <p>5 Q. Okay.</p> <p>6 A. 10 percent pre-lit, 30 percent lit.</p> <p>7 Q. Did the contractors get any percentage of the</p> <p>8 fee?</p> <p>9 A. Never. Not once.</p> <p>10 Q. Okay. And this -- there are several</p> <p>11 contractors listed on this attachment. The first one is</p> <p>12 Apex, correct?</p> <p>13 A. Correct.</p> <p>14 Q. All right. You can put that aside. Exhibit</p> <p>15 14 is MMA-MB four 0s 43 is the first page.</p> <p>16 (Exhibit 14 marked.)</p> <p>17 BY MS. VEITH:</p> <p>18 Q. This is a continuation of a thread we recently</p> <p>19 looked at with those questions and answers. But some of</p> <p>20 the answers are redacted.</p> <p>21 Do you know why those were redacted?</p> <p>22 A. You'd have to discuss with counsel.</p> <p>23 Q. Okay. And then the top e-mail is from</p> <p>24 Mr. Kinsman on September 7th, 2021. Do you see that?</p> <p>25 A. Yes.</p>

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<p style="text-align: right;">Page 53</p> <p>1 Q. And he's asking will your guys internal 2 distribution e-mail be claims@mma-pllc.com; do you see 3 that? 4 A. Yes. 5 Q. Was that the -- an internal distribution 6 e-mail that MMA used? 7 A. I don't know what internal distribution e-mail 8 means. But claims@mma-pllc.com, we asked insurance 9 companies to respond with -- or cc that e-mail address 10 on every correspondence. 11 Q. Okay. And who was monitoring that e-mail? 12 A. 30, 40, 50 employees. 13 Q. Attorneys? 14 A. Some attorneys. 15 Q. Which attorneys? 16 A. It would have been primarily the Louisiana 17 team. So William, Claude, Grant. Natalie might have 18 been on that team. Katy Aromi. Cameron Sanders-- or 19 Saunders. I think that's -- 20 Q. Cameron Sanders or Cameron Snowden? 21 A. Snowden. I apologize. It's been a couple of 22 years. 23 Q. Okay. Next Exhibit will be 15. 24 (Exhibit 15 marked.) 25</p>	<p style="text-align: right;">Page 55</p> <p>1 A. Yes. 2 Q. What was the workflow process that Mr. Kinsman 3 was referring to, if you know? 4 A. Hurricane Ida. 5 Q. And when you say Hurricane Ida, do you mean 6 claims arising out of Hurricane Ida? 7 A. Yes. 8 Q. So this is the workflow for processing 9 clients' claims? 10 A. Yes. 11 Q. Okay. One of the questions is, "Where will 12 the information --" it's No. 3. It says, "Where will 13 the information provided in the position 14 papers/mediation formulas coming -- come from?" 15 Do you see that? 16 A. Yes. 17 Q. Do you know where information provided in the 18 position papers and mediation formulas originated? 19 MS. GOOTT: I'm going to object. This is 20 beyond the scope of your deposition. 21 MS. VEITH: The next question will 22 clarify. 23 A. Sorry. Can you ask the question again? 24 BY MS. VEITH: 25 Q. Yeah, do you know where the information</p>
<p style="text-align: right;">Page 54</p> <p>1 BY MS. VEITH: 2 Q. Oh, actually, let me ask you one more question 3 about 14. So Mr. -- after Mr. Kinsman asked about what 4 the internal distribution e-mail would be, he said, "Is 5 the e-mail address you want all insurance companies to 6 cc on all correspondence. We will note this in bolded 7 red font on all outgoing correspondence"; do you see 8 that? 9 A. Yes, ma'am. 10 Q. Do you understand what outgoing correspondence 11 Mr. Kinsman was referring to? 12 A. All e-mails sent to the carrier letters. We 13 -- I think at the bottom or the top of it, it would just 14 say "Please make sure to cc claims@mma-pllc" on all of 15 the response correspondence. 16 Q. And those e-mails to insurance companies were 17 coming sometimes from Mr. Kinsman's firm; is that right? 18 A. I think Mr. Kinsman's firm sent e-mails on 19 behalf of MMA. Mostly claim acknowledgment letters and 20 letters of representation. 21 Q. All right. Exhibit 15. MMA 40 -- or MMA-MB 22 four 0s 42. Another e-mail from Mr. Kinsman in which he 23 asks several questions. He prefaces with "Couple 24 follow-up questions so we can solidify the workflow 25 process"; you see that?</p>	<p style="text-align: right;">Page 56</p> <p>1 provided in the position paper/mediation formulas 2 originated? 3 MS. GOOTT: Object again. This is beyond 4 the scope. This is about Velawcity and how the clients 5 were acquired, not what happened. 6 A. Partly from the claims filed the carrier would 7 produce. And then partly from our expert's opinion 8 reports. 9 BY MS. VEITH: 10 Q. And so Ms. Goott raised a good point. There 11 are Velawcity employees copied on this e-mail, correct? 12 Mr. Vottiero, Mr. Radford? 13 A. Yes. 14 Q. So what was their involvement in this 15 workflow? 16 A. To assist with it. 17 Q. And how did they assist? 18 A. By making recommendations. 19 Q. Recommendations about what? 20 A. Efficiencies. 21 Q. So can you give me an example of a 22 recommendation about efficiency that Velawcity made 23 relating to this workflow? 24 MS. GOOTT: I'm going to again object. 25 It doesn't clarify anything. He told you from the</p>

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<p>1 beginning they had two separate agreements. You're here</p> <p>2 to talk about how clients were acquired. This is a</p> <p>3 separate issue. This is beyond what you asked Judge</p> <p>4 Hanen for a deposition and discovery. So if you know.</p> <p>5 This is not on the topics.</p> <p>6 A. Yes.</p> <p>7 BY MS. VEITH:</p> <p>8 Q. My question was asking for an example of one.</p> <p>9 A. You asked if I could give you an example.</p> <p>10 Yes, I can.</p> <p>11 Q. What -- please give me an example.</p> <p>12 A. Instead of asking a hundred questions on the</p> <p>13 intake questionnaire, you should ask ten questions.</p> <p>14 Q. And that was an intake questionnaire that</p> <p>15 Velawcity asked, correct?</p> <p>16 A. I just made up an example. I wasn't</p> <p>17 referencing a specific questionnaire.</p> <p>18 Q. There was an intake questionnaire that was a</p> <p>19 part of this workflow, though, correct?</p> <p>20 A. This workflow is different. I think this</p> <p>21 workflow is after a client signed up.</p> <p>22 Q. Do you have a real example of a question that</p> <p>23 Velawcity -- or an efficiency that Velawcity recommended</p> <p>24 as a part of this workflow?</p> <p>25 MS. GOOTT: What workflow? You're</p>	<p>1 just clarify the question, it'll be smoother for</p> <p>2 everybody.</p> <p>3 MS. VEITH: I'll ask my questions, and</p> <p>4 you can make your objections.</p> <p>5 MS. GOOTT: That's what I'm doing.</p> <p>6 (Exhibit 16 marked.)</p> <p>7 BY MS. VEITH:</p> <p>8 Q. Okay. Next Exhibit will be 16. And it is</p> <p>9 another one where there is a native with an attachment,</p> <p>10 the Bates numbered e-mail is MMA-MB three 0s 975.</p> <p>11 Do you see that?</p> <p>12 A. (Reading.) Yes.</p> <p>13 Q. And this is an e-mail, subject "Forward Storm</p> <p>14 Damage Retainer" to you and Mr. William Huye, correct?</p> <p>15 A. Yes.</p> <p>16 Q. And it is from Phil Vottiero at Velawcity,</p> <p>17 correct?</p> <p>18 A. Yes.</p> <p>19 Q. And the native e-mail, the document that is</p> <p>20 attached, is a property damage claims attorney</p> <p>21 employment contract; you see that?</p> <p>22 A. (Reading.) Yes.</p> <p>23 Q. And it's for Hurricane Ida property damage</p> <p>24 based on the blank that is filled in on Item 2; do you</p> <p>25 see that?</p>
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<p>1 talking about two separate contracts, two separate</p> <p>2 issues. And you're conflating them. So if you want to</p> <p>3 just clarify that we're focused on what the deposition</p> <p>4 is for today, he can answer your question.</p> <p>5 BY MS. VEITH:</p> <p>6 Q. You can answer.</p> <p>7 A. What's your question?</p> <p>8 Q. Do you have a real example of a question that</p> <p>9 Velawcity -- or an efficiency Velawcity recommended as a</p> <p>10 part of this workflow?</p> <p>11 A. Which workflow --</p> <p>12 MS. GOOTT: Which work -- sorry.</p> <p>13 BY MS. VEITH:</p> <p>14 Q. Both.</p> <p>15 A. No.</p> <p>16 MS. GOOTT: I'm not trying to frustrate</p> <p>17 you. I appreciate you rolling your eyes at me. It's</p> <p>18 just we're talking about two totally different issues.</p> <p>19 And if you could just clarify so he can answer your</p> <p>20 questions, it would be helpful.</p> <p>21 MS. VEITH: Thank you, Miriam. I don't</p> <p>22 need your testimony; I need Mr. Moseley's.</p> <p>23 MS. GOOTT: I appreciate that. But</p> <p>24 you're rolling your eyes at me. So I'm trying to make</p> <p>25 this process less frustrating for you. And if you could</p>	<p>1 A. Yes.</p> <p>2 Q. And so this is a form that Velawcity was</p> <p>3 using; is that right?</p> <p>4 MS. GOOTT: Objection; assumes facts not</p> <p>5 in evidence. Calls for speculation.</p> <p>6 A. I don't know the context of this e-mail.</p> <p>7 BY MS. VEITH:</p> <p>8 Q. Okay. But you do know that Mr. Vottiero wrote</p> <p>9 "retainer being used," and then attached this document,</p> <p>10 correct?</p> <p>11 A. Yes.</p> <p>12 Q. I want to ask you a couple of questions about</p> <p>13 the retainer that was attached.</p> <p>14 In No. 3, there is a bold sentence, starts</p> <p>15 middle of the third line down in item three that says,</p> <p>16 "Attorneys are required to obtain client's consent and</p> <p>17 authorization before filing a lawsuit"; do you see that?</p> <p>18 A. Yes.</p> <p>19 Q. There's also a reference to a lawsuit -- "If a</p> <p>20 lawsuit is filed after a client's consent or a recovery</p> <p>21 from a TWIA mediation is obtained if applicable"; do you</p> <p>22 see that?</p> <p>23 A. Yes.</p> <p>24 Q. TWIA, that's the Texas Windstorm Arbitration</p> <p>25 Act, right?</p>

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<p>1 A. Texas Windstorm Insurance Association.</p> <p>2 Q. Okay. Would there have been TWIA mediations</p> <p>3 for Hurricane Ida claims?</p> <p>4 A. We got calls in Texas from Hurricane Ida, yes.</p> <p>5 Q. Okay. And then also in Item 1, there's a</p> <p>6 footnote next to the word "co-counsel"; you see that?</p> <p>7 A. Yes.</p> <p>8 Q. And in the footnote at the bottom of the page</p> <p>9 it, defined co-counsel to include Krause & Kinsman Trial</p> <p>10 Lawyers LLP; do you see that?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. Thank you. All right. Exhibit 17.</p> <p>13 (Exhibit 17 marked.)</p> <p>14 BY MS. VEITH:</p> <p>15 Q. This document is MMA-MB three 0s 479. And it</p> <p>16 is an e-mail dated September 21st, 2021, from Shane</p> <p>17 Radford at Velawcity; do you see that?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. And Mr. Radford writes, "We're sending</p> <p>20 cases directly to Smart Advocate but would like to have</p> <p>21 an e-mail as well for packet delivery in the event there</p> <p>22 is an issue. Would someone please provide?"</p> <p>23 Do you see that?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. What packet delivery?</p>	<p>1 that on September 20th, 2021?</p> <p>2 A. (Reading.) Yes.</p> <p>3 Q. And her e-mail is @galindolaw.com?</p> <p>4 A. Yes.</p> <p>5 Q. And Mr. Vottiero writes, "I believe you-all</p> <p>6 have everything you need currently in order to get</p> <p>7 started on signing of storm damage claims"; do you see</p> <p>8 that?</p> <p>9 A. Yes.</p> <p>10 Q. And so my question about this e-mail is just</p> <p>11 how -- what was Galindo Law's role in the -- I'll use</p> <p>12 the word "workflow" 'cause it was used in a prior</p> <p>13 e-mail -- that Velawcity was a part of with MMA, if they</p> <p>14 had a role?</p> <p>15 A. I'm not aware of Galindo having a role in MMA</p> <p>16 Velocity's workflow.</p> <p>17 Q. So why -- do you know why you, Mr. Moseley,</p> <p>18 were copied on these e-mails between Velawcity and</p> <p>19 Galindo?</p> <p>20 A. The Galindo Law Firm sent MMA roughly 5,000</p> <p>21 cases for Louisiana, Mississippi, Alabama and Texas</p> <p>22 storm damage.</p> <p>23 Q. And so Velawcity -- were they utilized in the</p> <p>24 transfer of these cases from Galindo to MMA or the</p> <p>25 receipt of these cases by MMA?</p>
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<p>1 Do you know what a packet is referring to?</p> <p>2 A. I assume he means any documents that they</p> <p>3 gathered during the screening process.</p> <p>4 Q. And then it says that "We're sending cases</p> <p>5 directly to Smart Advocate."</p> <p>6 Does that refresh your recollection in any</p> <p>7 way about how information obtained by Velawcity would be</p> <p>8 sent to MMA?</p> <p>9 A. It does not refresh my memory any more than it</p> <p>10 already was.</p> <p>11 Q. Okay. And Mr. Radford recommends setting up a</p> <p>12 dummy e-mail or something in quotes, Velawcity-storm</p> <p>13 damage -- storm-damage@e-mail.com; do you see that?</p> <p>14 A. Yes.</p> <p>15 Q. Was any sort of dummy e-mail set up for</p> <p>16 Velawcity to deliver packets to by MMA?</p> <p>17 A. Not to my knowledge.</p> <p>18 Q. Exhibit 18.</p> <p>19 (Exhibit 18 marked.)</p> <p>20 BY MS. VEITH:</p> <p>21 Q. MMA-MB three 0S 480. Let me know when you're</p> <p>22 ready.</p> <p>23 A. I'm ready.</p> <p>24 Q. If you look at the first e-mail in this chain,</p> <p>25 it is from Mr. Vottiero to a Cory Westbrook; do you see</p>	<p>1 A. I don't know of any role of them transferring</p> <p>2 them.</p> <p>3 Q. So do you know why they were e-mailing Galindo</p> <p>4 about getting set up on Smart Advocate?</p> <p>5 MS. GOOTT: Objection; asked and</p> <p>6 answered.</p> <p>7 A. I think a lot of law firms use Velawcity as</p> <p>8 like a technology hub. And so if they had questions,</p> <p>9 they went to Velawcity for solutions about how to</p> <p>10 transfer data, especially very large datasets.</p> <p>11 (Exhibit 19 marked.)</p> <p>12 BY MS. VEITH:</p> <p>13 Q. Okay. I'll show you Exhibit 19. This is</p> <p>14 MMA-MB three 0s 428 is the first page.</p> <p>15 And the first e-mail in this chain -- it's</p> <p>16 the second e-mail on the first page is from Adam Krause</p> <p>17 on October 6, 2021; do you see that?</p> <p>18 A. Yes.</p> <p>19 Q. And Mr. Krause, the second line in this e-mail</p> <p>20 writes, "Shane needs to send all surveys and retainers</p> <p>21 for the following clients to K&K." And then he lists</p> <p>22 some numbers where he needs either a retainer or survey</p> <p>23 and retainer; do you see that?</p> <p>24 A. Yes.</p> <p>25 Q. What were -- if you know, the -- Shane is --</p>

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<p>1 sorry. Let me back up.</p> <p>2 Shane refers to Shane Radford, correct?</p> <p>3 A. I assume that's who Adam was referring to.</p> <p>4 Q. And Mr. Radford was employed by Velawcity,</p> <p>5 correct?</p> <p>6 A. Correct.</p> <p>7 Q. And so do you know what surveys and retainers</p> <p>8 are that Mr. Krause is referring to that Shane was going</p> <p>9 to send?</p> <p>10 A. No.</p> <p>11 Q. Would Velawcity, if you know, have sent signed</p> <p>12 claim retainers to Krause & Kinsman?</p> <p>13 A. No.</p> <p>14 Q. What would they -- what kind of retainers</p> <p>15 would they have sent if not signed claim retainers, if</p> <p>16 you know?</p> <p>17 A. I don't know.</p> <p>18 Q. And if you look up, Mr. Radford says, "My data</p> <p>19 team's pulling all of the below retainer/intake survey.</p> <p>20 Will send over shortly in pdfs; do you see that? Back</p> <p>21 at the top.</p> <p>22 A. I'm sorry. (Reading.) Okay.</p> <p>23 Q. Do you know what intake survey refers to?</p> <p>24 A. I don't know what he meant.</p> <p>25 Q. Do you know if Velawcity did intake surveys at</p>	<p>1 in"; do you see that?</p> <p>2 A. Yes.</p> <p>3 Q. And he said, "It's understandable that you</p> <p>4 still have people that call into the office or you-all</p> <p>5 personally and need to sign up"; do you see that?</p> <p>6 A. Yes.</p> <p>7 Q. And those people, those would be outside of</p> <p>8 the MMA that we're talking about, right?</p> <p>9 If someone called you personally?</p> <p>10 A. To this day, the MSA has not happened yet</p> <p>11 because advertising launches on Monday. So everything</p> <p>12 prior that we discussed is not about the MSA.</p> <p>13 Q. Sure. Okay. But my question that --</p> <p>14 MS. VEITH: Your answer is nonresponsive,</p> <p>15 so I'll move to strike that.</p> <p>16 BY MS. VEITH:</p> <p>17 Q. My question is, the people that call into the</p> <p>18 office or you-all personally and you just sign up, those</p> <p>19 would be outside of the MSA, right? Yes or no?</p> <p>20 A. When?</p> <p>21 Q. Well, that's a good question.</p> <p>22 If someone called your office after the</p> <p>23 MSA was signed, they might still be governed by the MSA</p> <p>24 with Velawcity?</p> <p>25 MS. GOOTT: Objection; calls for a legal</p>
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<p>1 all that you're aware of?</p> <p>2 A. If you want me to guess, I'd guess that it's</p> <p>3 that criteria questionnaire that we looked at earlier.</p> <p>4 Q. I actually don't want you to guess, but thank</p> <p>5 you. Okay. So Exhibit 20 is going to be MMA-MB three</p> <p>6 0s 963 -- or 962.</p> <p>7 (Exhibit 20 marked.)</p> <p>8 BY MS. VEITH:</p> <p>9 Q. All right. It is 963.</p> <p>10 Do you have 963 or 962?</p> <p>11 A. I have 963.</p> <p>12 Q. Okay. Good. That is what Exhibit 20 is and</p> <p>13 what I want to ask you about.</p> <p>14 So this is from Mr. Vottiero on October 7,</p> <p>15 2021, correct?</p> <p>16 A. Yes.</p> <p>17 Q. And it's titled "Claimants That Come in to</p> <p>18 MMA," correct?</p> <p>19 A. Correct.</p> <p>20 Q. And Mr. Vottiero writes, "Can we jump on a</p> <p>21 call this week to discuss how we will handle intakes and</p> <p>22 sign contract that MMA signs"; do you see that?</p> <p>23 A. Yes.</p> <p>24 Q. And he says, "In the future, we want to have</p> <p>25 all claimants push through hurricane-relief.com or call</p>	<p>1 conclusion.</p> <p>2 A. I'd have to speculate on it. It's a</p> <p>3 hypothetical.</p> <p>4 THE REPORTER: What was the last?</p> <p>5 THE WITNESS: It's a hypothetical.</p> <p>6 BY MS. VEITH:</p> <p>7 Q. Well, you said -- you asked when.</p> <p>8 And so I guess, why were you asking me</p> <p>9 when? Is there some temporal relationship to when a</p> <p>10 client signed up and the MSA being applicable, in your</p> <p>11 understanding?</p> <p>12 A. Well, if they signed up before the MSA</p> <p>13 existed, I assume it wouldn't apply to it.</p> <p>14 Q. Sure. But after the MSA existed, if a client</p> <p>15 called into your office, would they be governed in your</p> <p>16 understanding, by the MSA?</p> <p>17 MS. GOOTT: Objection; calls for a legal</p> <p>18 conclusion.</p> <p>19 A. Maybe.</p> <p>20 BY MS. VEITH:</p> <p>21 Q. And -- maybe.</p> <p>22 So in what case would they be governed by</p> <p>23 the MSA?</p> <p>24 MS. GOOTT: Objection; calls for a legal</p> <p>25 conclusion.</p>

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<p style="text-align: right;">Page 69</p> <p>1 A. I don't know. I have to look at it on a</p> <p>2 case-by-case basis.</p> <p>3 BY MS. VEITH:</p> <p>4 Q. Can you give me an example?</p> <p>5 A. No.</p> <p>6 Q. Okay. So you say advertising -- or</p> <p>7 Mr. Vottiero says, "Advertising launches on Monday."</p> <p>8 So I believe you just testified, but tell</p> <p>9 me yes or no, after advertising launched on the coming</p> <p>10 Monday, clients who came in through that advertising</p> <p>11 might have been governed by the Velawcity and MMA MSA?</p> <p>12 MS. GOOTT: Objection. Mischaracterizes</p> <p>13 his testimony. They did not send clients.</p> <p>14 A. Yeah, Velawcity never sent us clients.</p> <p>15 BY MS. VEITH:</p> <p>16 Q. What did they send you?</p> <p>17 A. Screened potential clients.</p> <p>18 Q. So potential clients may have been governed by</p> <p>19 the MSA?</p> <p>20 A. When?</p> <p>21 Q. After advertising launched on Monday.</p> <p>22 A. Yes. Potential clients could be governed by</p> <p>23 an MSA after advertising launched.</p> <p>24 Q. All right. Exhibit 21.</p> <p>25 (Exhibit 21 marked.)</p>	<p style="text-align: right;">Page 71</p> <p>1 (Exhibit 22 marked.)</p> <p>2 BY MS. VEITH:</p> <p>3 Q. Okay. Exhibit 22. MMA-MB three 0s 945.</p> <p>4 A. (Reading.) All right.</p> <p>5 Q. All right. If you go back to the</p> <p>6 second-to-the-last page of this document that ends in</p> <p>7 947, that is where the first e-mail in the chain on</p> <p>8 October 11th, 2021 from Mary Katherine Smith starts; do</p> <p>9 you see that?</p> <p>10 A. Yes.</p> <p>11 Q. And Ms. Smith is e-mailing about a 404 error</p> <p>12 message; do you see that?</p> <p>13 A. Yes.</p> <p>14 Q. And she says that "Phil is going to have a</p> <p>15 phone number show up when the client submits contract</p> <p>16 within the next 24 hours"; do you see that?</p> <p>17 A. Yes.</p> <p>18 Q. And then she says some other things. But she</p> <p>19 also says, "Phil is going to send me a spreadsheet of</p> <p>20 clients that have tried to sign via the site to ensure</p> <p>21 we capture them. Tyeisha has already sent two</p> <p>22 contracts." Do you see that?</p> <p>23 A. Yes.</p> <p>24 Q. So were some clients signing up via a</p> <p>25 Velawcity website?</p>
<p style="text-align: right;">Page 70</p> <p>1 BY MS. VEITH:</p> <p>2 Q. MMA-MB 000962.</p> <p>3 A. (Reading.)</p> <p>4 Q. This is an October 3rd, 2021 e-mail from</p> <p>5 Mr. Vottiero to you?</p> <p>6 A. I'm on the recipient list, yes.</p> <p>7 Q. And Mr. Vottiero writes that "Shane and I need</p> <p>8 to be sent any new signup intake and retainer in an</p> <p>9 e-mail with the subject line (new claimant-last name,</p> <p>10 first name)" do you see that?</p> <p>11 A. Yes.</p> <p>12 Q. And then next paragraph, Mr. Vottiero writes,</p> <p>13 "Velawcity will be building on a website where you-all</p> <p>14 can submit all of the intake questions and upload the</p> <p>15 signed contract"; do you see that?</p> <p>16 A. Yes.</p> <p>17 Q. And he says, "Once that is done, we will no</p> <p>18 longer accept contracts and intakes in an e-mail form";</p> <p>19 do you see that?</p> <p>20 A. Yes.</p> <p>21 Q. What format did Velawcity accept contracts and</p> <p>22 intakes in?</p> <p>23 MS. GOOTT: Objection; assumes facts not</p> <p>24 in evidence.</p> <p>25 A. I don't know.</p>	<p style="text-align: right;">Page 72</p> <p>1 MS. GOOTT: Objection; vague.</p> <p>2 A. No.</p> <p>3 BY MS. VEITH:</p> <p>4 Q. And then Mary Katherine writes, "Phil, I do</p> <p>5 believe we will need to figure out some solution for</p> <p>6 contract completion on the actual website"; do you see</p> <p>7 that?</p> <p>8 A. (Reading.) Yes.</p> <p>9 Q. Do you know what contract completion meant in</p> <p>10 this context?</p> <p>11 A. Yeah, these are organic claims from our</p> <p>12 internal business development team. We were having</p> <p>13 trouble capturing a high percentage of the retainers</p> <p>14 that we sent out.</p> <p>15 Q. Okay.</p> <p>16 MS. VEITH: So objection; nonresponsive.</p> <p>17 BY MS. VEITH:</p> <p>18 Q. What does contract completion mean in this</p> <p>19 context?</p> <p>20 A. I just told you.</p> <p>21 Q. Contract completion means you were having</p> <p>22 trouble with organic clients?</p> <p>23 A. Yes.</p> <p>24 Q. All right. So moving forward in time,</p> <p>25 backward and then -- you know, back toward page 1 of the</p>

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<p>1 e-mail, on October 13th, 2021. So it's in the middle of 2 the page that ends in 946.</p> <p>3 Mary Katherine writes, "Phil, can you send 4 over the list of clients that have tried to sign up 5 online. We need to make sure they are taken care of"; 6 do you see that?</p> <p>7 A. Yes.</p> <p>8 Q. So there were clients who were trying to sign 9 up online, correct?</p> <p>10 MS. GOOTT: Objection; assumes facts not 11 in evidence.</p> <p>12 A. No.</p> <p>13 BY MS. VEITH:</p> <p>14 Q. So Ms. Smith is just referring to something 15 that didn't actually happen?</p> <p>16 MS. GOOTT: Objection; argumentative. 17 You know you're mischaracterizing the word "client."</p> <p>18 A. No.</p> <p>19 BY MS. VEITH:</p> <p>20 Q. Okay. All right. Flipping to the bottom of 21 the first page, an e-mail from Colette Jones. She also 22 worked at MMA, correct?</p> <p>23 A. Correct.</p> <p>24 Q. And she says, "Thank you, MK, I couldn't agree 25 more. We really need this information. When clients</p>	<p>1 last one in the chain is from Shane Radford on Monday, 2 October 18th, 2021; do you see that?</p> <p>3 A. Yes.</p> <p>4 Q. All right. Go to the middle -- so go to the 5 page that ends in 503.</p> <p>6 Do you see that in the middle of this page 7 is that e-mail from Mary Katherine Smith that you and I 8 have already discussed where Ms. Smith asks for the list 9 of clients that have tried to sign up online; do you see 10 that?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. So then flip back to the page that ends 13 in 502 where Mr. Radford, on October 14th, sends an 14 e-mail that says, "Hey, all. Please see the attached 15 Excel book of all the storm damage leads who went 16 through the online signup process but failed to complete 17 the retainer signing portion"; do you see that?</p> <p>18 A. Correct.</p> <p>19 Q. So do you have an understanding that there was 20 a retainer signing portion of Velawcity's online signup 21 process?</p> <p>22 A. This is not part of the MSA. Velawcity didn't 23 -- wasn't involved in this process.</p> <p>24 Q. Okay.</p> <p>25 MS. VEITH: Objection; nonresponsive.</p>
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<p>1 are calling, we sound really ignorant because we know 2 nothing about what paperwork they have signed, who the 3 attorney is assigned to them and such --" flip to the 4 following page. She writes, "Automation is great 5 theoretically, but these residential clients want to 6 hear a voice and need to know we are here to help. 7 Thoughts?" Do you see that?</p> <p>8 A. Yes.</p> <p>9 Q. What was being automated that Ms. Jones is 10 referring to, if you know?</p> <p>11 A. The workflow.</p> <p>12 Q. And what was that workflow?</p> <p>13 A. The claims prosecution.</p> <p>14 Q. The entire prosecution of the claims was being 15 automated?</p> <p>16 A. That was our goal, yes.</p> <p>17 Q. All right. Exhibit 23. 18 (Exhibit 23 marked.)</p> <p>19 BY MS. VEITH:</p> <p>20 Q. Will be MMA-MB three 0s 500.</p> <p>21 THE REPORTER: And you'll read just a 22 little slower, please.</p> <p>23 MS. VEITH: Sure.</p> <p>24 BY MS. VEITH:</p> <p>25 Q. It's an e-mail chain where the top e-mail, the</p>	<p>1 BY MS. VEITH:</p> <p>2 Q. Was there a retainer signing portion of the 3 Velawcity online signup process?</p> <p>4 A. No.</p> <p>5 Q. Exhibit 24. 6 (Exhibit 24 marked.)</p> <p>7 BY MS. VEITH:</p> <p>8 Q. MMA-MB three 0s 506.</p> <p>9 A. (Reading.)</p> <p>10 Q. Okay. In the first e-mail in this chain, 11 which begins at the bottom of the first page from 12 Ms. Smith on October 21st, 2021; do you see that?</p> <p>13 A. Yes.</p> <p>14 Q. And Ms. Smith writes, "Thanks, William and 15 Phil for talking with me this morning. I'm sending a 16 followup e-mail to reiterate what was discussed and 17 agreed upon"; do you see that?</p> <p>18 A. Yes.</p> <p>19 Q. She writes a list of immediate action items; 20 do you see that?</p> <p>21 A. Yes.</p> <p>22 Q. No. 3 in that list is, "MK is following up 23 with the smallest of clients that did not complete 24 signature of online contract form and will be sending 25 Adobe contract if needed." Do you see that?</p>

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<p>1 A. Yes.</p> <p>2 Q. And then flip to the second page where there's</p> <p>3 a header that says, "Agreed Upon Process Until Portal is</p> <p>4 Live"; do you see that?</p> <p>5 A. Yes.</p> <p>6 Q. Do you know what the portal was that was going</p> <p>7 live?</p> <p>8 A. Yes.</p> <p>9 Q. And what was that portal?</p> <p>10 A. That was the contractor PA referral portal.</p> <p>11 Q. All right. So if you go up to the first page,</p> <p>12 the first page --</p> <p>13 A. Sorry.</p> <p>14 Q. -- the e-mail from Mr. Radford, he says, "I</p> <p>15 have some very exciting news. The MMA claimant upload</p> <p>16 portal is live and functioning as intended"; do you see</p> <p>17 that?</p> <p>18 A. Yes.</p> <p>19 Q. So the claimant upload portal was only for</p> <p>20 contractor referrals?</p> <p>21 A. No.</p> <p>22 Q. Okay. So were there two different portals?</p> <p>23 A. To clarify, I answered your question no</p> <p>24 because contractors, public adjusters, property</p> <p>25 managers, individuals could use the portal. There might</p>	<p>1 the landing page.</p> <p>2 Q. And did you have access to the information</p> <p>3 that was uploaded through the portal?</p> <p>4 A. I could get access if I didn't have it. I</p> <p>5 don't think I had a login or anything.</p> <p>6 Q. Okay. Do you know people who did have logins</p> <p>7 to that portal?</p> <p>8 A. Not specifically, no.</p> <p>9 Q. Okay. What about, for example, did Mr. Huye</p> <p>10 have access to what was uploaded to that portal?</p> <p>11 A. I assume any person cc'd on these e-mails had</p> <p>12 access to it. I don't know if they had access to it or</p> <p>13 not.</p> <p>14 Q. And the upload portal, this e-mail comes from</p> <p>15 Mr. Radford. Was it Velawcity who launched the portal?</p> <p>16 A. Did they create the landing page? Is that</p> <p>17 what you're asking?</p> <p>18 Q. Yes. Although, let me say, I understand it</p> <p>19 might be like a technology person who created the</p> <p>20 landing page.</p> <p>21 Was it Velawcity who got the landing page</p> <p>22 to come into existence?</p> <p>23 MS. GOOTT: Objection; calls for</p> <p>24 speculation.</p> <p>25 A. Yeah, I would say MMA caused it to come into</p>
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<p>1 have been more than one portal, though I don't know how</p> <p>2 narrowly or broadly defined the portal is.</p> <p>3 Q. Okay. So when I previously asked you -- and</p> <p>4 by the way, as you know, I think, from the rules of</p> <p>5 depositions, if you need to correct an answer that</p> <p>6 you've earlier given, that's fine.</p> <p>7 When you -- when I asked you what the</p> <p>8 portal was and you said contractor referral --</p> <p>9 A. And PA.</p> <p>10 Q. Excuse me?</p> <p>11 A. I said contractor and PA.</p> <p>12 Q. Okay. So --</p> <p>13 A. You limited it to contractor. That's why I</p> <p>14 corrected you.</p> <p>15 Q. But your answer that you just gave now, you</p> <p>16 also referred to individuals?</p> <p>17 A. Correct.</p> <p>18 Q. Okay. So there may have been others besides</p> <p>19 contractors and PAs who used the upload portal?</p> <p>20 A. Yes. I believe our staff used it for walk-ins</p> <p>21 as well.</p> <p>22 Q. Okay. Did you have access to the portal?</p> <p>23 A. I think it was a landing page.</p> <p>24 Q. So yes or no? Did you have access to it?</p> <p>25 A. I had access to Internet. So I had access to</p>	<p>1 existence.</p> <p>2 BY MS. VEITH:</p> <p>3 Q. And how was Velawcity involved in that</p> <p>4 process?</p> <p>5 A. Velawcity was an agent for KKTL and MMA.</p> <p>6 Q. Okay. And so specifically with respect to the</p> <p>7 portal, what was Velawcity's role?</p> <p>8 A. I think they created the landing page.</p> <p>9 Q. All right. Exhibit No. 25 --</p> <p>10 (Exhibit 25 marked.)</p> <p>11 BY MS. VEITH:</p> <p>12 Q. -- is MMA-MB four 0s 40 along with a native</p> <p>13 version of that e-mail and its attachments. Okay. This</p> <p>14 is a December 7th, 2021 e-mail from -- well, the top</p> <p>15 e-mail, it's from you to accounting.</p> <p>16 Is that your internal accounting e-mail</p> <p>17 address?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. And then the earlier e-mail is from</p> <p>20 Mr. Radford to you. And it says, "Hey, Zach. Sent you</p> <p>21 the MSA to sign via Everlog -- Eversign. Invoice</p> <p>22 attached for payment"; do you see that?</p> <p>23 A. Yes.</p> <p>24 Q. And the attachment, Invoice No. 1572, is for</p> <p>25 \$2,001,000; do you see that?</p>

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<p>1 A. Yes.</p> <p>2 Q. And there is a line item for advertising; you</p> <p>3 see that?</p> <p>4 A. Yes.</p> <p>5 Q. And rate and amount for advertising are zero,</p> <p>6 correct?</p> <p>7 A. Correct.</p> <p>8 Q. There's a line item for intake; do you see</p> <p>9 that?</p> <p>10 A. Correct.</p> <p>11 Q. And the rate and amount for intake are zero,</p> <p>12 correct?</p> <p>13 A. Correct.</p> <p>14 Q. Then there's a line item for storm damage</p> <p>15 retainers; do you see that?</p> <p>16 A. Yes.</p> <p>17 Q. The quantity is 667; do you see that?</p> <p>18 A. Yes.</p> <p>19 Q. The rate is 3,000; do you see that?</p> <p>20 A. Yes.</p> <p>21 Q. And the amount is \$2,001,000; do you see that?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. Did you pay this invoice?</p> <p>24 A. MMA, I believe, paid this invoice.</p> <p>25 Q. Sure. And when I'm saying "you" -- and I know</p>	<p>1 Q. And what marketing and screening was in the</p> <p>2 packets?</p> <p>3 A. I don't know for this particular invoice.</p> <p>4 Q. And if you look to the attachment, which is</p> <p>5 also invoice 1572 --</p> <p>6 A. I don't have an attachment.</p> <p>7 MS. GOOTT: I don't either.</p> <p>8 MS. VEITH: Oh, did I not give you the --</p> <p>9 can you hand me the native with the attachment, please.</p> <p>10 Natalie, I think you should at least have the native</p> <p>11 with the attachment. No?</p> <p>12 BY MS. VEITH:</p> <p>13 Q. Well, I'll give you mine. This is the native</p> <p>14 with the attachment. And if you look to the attachment,</p> <p>15 again, it's Invoice 1572, correct?</p> <p>16 A. Yes.</p> <p>17 Q. And the difference between this one and the</p> <p>18 last one is that it is for the \$3 million rather than 2</p> <p>19 million and \$1,000?</p> <p>20 A. Yes.</p> <p>21 Q. And what's stated on the invoice is storm</p> <p>22 damage retainers, correct?</p> <p>23 A. Those are the three words on the invoice, yes.</p> <p>24 Q. All right. Let's look at Exhibit 28 -- no,</p> <p>25 27. My Tab 28.</p>
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<p>1 it's confusing. But generally I'm referring to MMA</p> <p>2 since that's who I'm deposing, right?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. So did MMA pay this invoice?</p> <p>5 A. Either I did, KKTL, Galindo. Someone paid it.</p> <p>6 Q. Why would KKTL or Galindo have paid it?</p> <p>7 A. 'Cause they invested in storm cases as well.</p> <p>8 Q. Next, Exhibit 26.</p> <p>9 (Exhibit 26 marked.)</p> <p>10 BY MS. VEITH:</p> <p>11 Q. Is MMA-MB three 0s 519 along with the native</p> <p>12 version of that e-mail and its attachment.</p> <p>13 A. (Reading.)</p> <p>14 Q. So this e-mail is from Mr. Radford on</p> <p>15 December 8th, 2021 to you and Mr. Vottiero; do you see</p> <p>16 that?</p> <p>17 A. Yes.</p> <p>18 Q. And Mr. Radford writes, "Zach provides invoice</p> <p>19 to account for 1,000 packets instead of 667. I also</p> <p>20 sent a revised MMA to sign if you wouldn't mind</p> <p>21 completing that as well. Thank you." Do you see that?</p> <p>22 A. Yes.</p> <p>23 Q. Do you know what packets referred to in this</p> <p>24 e-mail from Mr. Radford?</p> <p>25 A. The marketing and screening.</p>	<p>1 (Exhibit 27 marked.)</p> <p>2 BY MS. VEITH:</p> <p>3 Q. And this document begins MMA-MB two 0s 1039;</p> <p>4 do you see that?</p> <p>5 A. Yes, ma'am.</p> <p>6 Q. Okay. So this is a marketing service</p> <p>7 agreement or MSA, which is the shorthand you've been</p> <p>8 using to refer to this type of document, correct?</p> <p>9 A. Yeah, I've referred to this document as an</p> <p>10 MSA.</p> <p>11 Q. Okay. So this MSA says that Velawcity was</p> <p>12 providing -- it is an agreement for marketing and</p> <p>13 administrative services, correct?</p> <p>14 A. Correct.</p> <p>15 Q. Okay. And it further says that "Velawcity</p> <p>16 will perform prescreening intake administrative services</p> <p>17 for the law firm as law firm's agent, based on law</p> <p>18 firm's written criteria and under law firm supervision."</p> <p>19 Do you see that?</p> <p>20 A. Yes.</p> <p>21 Q. What sort of the supervision did MMA provide</p> <p>22 to Velawcity?</p> <p>23 A. Specific instructions on what questions they</p> <p>24 could or could not answer when hurricane victims called</p> <p>25 or any storm victims called.</p>

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<p>1 Q. Was any MMA employee present supervising a</p> <p>2 Velawcity employee when they actually asked those</p> <p>3 questions?</p> <p>4 A. When that question was ever asked? Or when a</p> <p>5 question was ever asked?</p> <p>6 Q. Well, let me ask it this way.</p> <p>7 Was the general practice for an MMA</p> <p>8 employee to supervise a Velawcity employee as it [sic]</p> <p>9 asked the questions?</p> <p>10 A. We did not have 24 surveillance on what I</p> <p>11 presume to be the hundreds of Velawcity employees, no.</p> <p>12 Q. Did you have any surveillance at all?</p> <p>13 A. We did like management and training.</p> <p>14 Q. On the front end, but not while the calls were</p> <p>15 taking place; is that fair to say?</p> <p>16 A. No. It was -- it happened regularly.</p> <p>17 Q. Throughout the course of Velawcity doing this</p> <p>18 intake? Is that what you mean?</p> <p>19 A. Through them running advertising and screening</p> <p>20 hurricane victims, yes.</p> <p>21 Q. Sure. And so I'm still asking a slightly</p> <p>22 different question. When a potential client would be</p> <p>23 screened by Velawcity, was an MMA employee present</p> <p>24 listening to the screening?</p> <p>25 A. For the hundred thousand clients that</p>	<p>1 here. What did you say?</p> <p>2 A. Can you rephrase your question?</p> <p>3 Q. Okay. This statement says, "Velawcity will,</p> <p>4 as an independent contractor and agent for law firm,</p> <p>5 provide potential claimants who meet law firm's</p> <p>6 prescreening eligibility criteria with law firm's</p> <p>7 proposed fee agreement"; do you see that?</p> <p>8 A. Yes.</p> <p>9 Q. Did Velawcity provide potential claimants with</p> <p>10 a proposed fee agreement with MMA?</p> <p>11 A. They provided forms sometimes.</p> <p>12 Q. And sometimes those forms were proposed</p> <p>13 retainer agreements; is that right?</p> <p>14 A. It could be.</p> <p>15 Q. Okay. So go down under Marketing Service.</p> <p>16 The second paragraph, last full paragraph says:</p> <p>17 "All marketing for the designated legal</p> <p>18 claims and the DMAs should include a direct and/or</p> <p>19 dialling numbers and/or online form submission to direct</p> <p>20 inquires to Velawcity"; do you see that?</p> <p>21 A. Yes.</p> <p>22 Q. So is that what happened?</p> <p>23 Were inquires from potential claimants</p> <p>24 directed to Velawcity?</p> <p>25 A. Velawcity ran marketing services that included</p>
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<p>1 Velawcity screened, MMA did not listen to every single</p> <p>2 call.</p> <p>3 Q. Okay. And then fourth paragraph under general</p> <p>4 services, "Law Firm understands and agrees that</p> <p>5 Velawcity cannot -- ethically cannot enter into</p> <p>6 attorney/client fee arrangements for law firm.</p> <p>7 "But Velawcity will, as an independent</p> <p>8 contractor and agent for a law firm, provide potential</p> <p>9 clients who meet law firm's pre-screening eligibility</p> <p>10 with law firm's proposed fee agreement HIPAA</p> <p>11 authorization for release of medical records and</p> <p>12 high-tech letter"; do you see that?</p> <p>13 A. Yes.</p> <p>14 Q. So is that what would happen, that Velawcity</p> <p>15 would provide a potential client with a proposed fee</p> <p>16 agreement with MMA?</p> <p>17 A. No.</p> <p>18 Q. What happened instead?</p> <p>19 A. What do you mean?</p> <p>20 Q. Well, you said that Velawcity would not</p> <p>21 provide potential clients with MMA's proposed fee</p> <p>22 agreement. So what did Velawcity provide potential</p> <p>23 clients with?</p> <p>24 A. That's not what I said.</p> <p>25 Q. So maybe explain to me what I'm getting wrong</p>	<p>1 contact information that had numbers or contact avenues</p> <p>2 that were routed to MMA agents that some were Velawcity</p> <p>3 run systems, yes.</p> <p>4 Q. Okay. So in an advertisement that Velawcity</p> <p>5 placed that had a number that said call this number or</p> <p>6 go to this website, if a potential claimant called that</p> <p>7 number or went to that website, they would speak to an</p> <p>8 MMA agent who might be an employee of Velawcity?</p> <p>9 A. Possibly, yes.</p> <p>10 Q. Would they possibly speak to attorneys at MMA?</p> <p>11 A. Yes.</p> <p>12 Q. Which attorneys spoke to clients as a result</p> <p>13 of the website or the phone numbers?</p> <p>14 A. So we had a tiered system where, depending on</p> <p>15 what number they called, what jurisdiction they were in,</p> <p>16 we tried to get them with an attorney that was licensed</p> <p>17 in their jurisdiction. So it would just depend on a lot</p> <p>18 of different things.</p> <p>19 Q. All right. In Louisiana, who did they speak</p> <p>20 to?</p> <p>21 A. I believe the first person would be Katie</p> <p>22 Aromi.</p> <p>23 THE REPORTER: Katie what?</p> <p>24 THE WITNESS: Aromi, A-R-O-M-I.</p> <p>25</p>

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<p>1 BY MS. VEITH:</p> <p>2 Q. Okay. Let's look at the next page. The next</p> <p>3 page. Okay. Under Intake Services --</p> <p>4 A. Uh-huh -- or yes, ma'am.</p> <p>5 Q. -- it says -- you really don't need to call me</p> <p>6 ma'am. I do think I'm younger than you. "Velawcity --"</p> <p>7 MS. GOOTT: We're in Texas. He's got</p> <p>8 manners.</p> <p>9 BY MS. VEITH:</p> <p>10 Q. " -- in consultation with law firm, will use</p> <p>11 specific intake scripts and survey questions for each</p> <p>12 legal claim based on the intake criteria required by law</p> <p>13 firm"; you see that?</p> <p>14 A. Yes.</p> <p>15 Q. For hurricane claimants, did Velawcity use</p> <p>16 specific intake scripts and survey questions for</p> <p>17 potential claimants?</p> <p>18 A. I believe they used the -- the questionnaire</p> <p>19 you had or you presented earlier.</p> <p>20 Q. Let me ask a clarifying question because I do</p> <p>21 believe you told me that the questionnaire I showed you</p> <p>22 earlier did not have to do with the MSA.</p> <p>23 Was it later used in connection with the</p> <p>24 MSA?</p> <p>25 A. They were similar, yes.</p>	<p>1 it?</p> <p>2 A. I think later in the contract, it addresses</p> <p>3 that issue and why they couldn't do it.</p> <p>4 Q. Show me where in the contract it provides for</p> <p>5 that.</p> <p>6 A. (Reading.) It says, "Velawcity may, at law</p> <p>7 firm's request, provide prescreened potential clients</p> <p>8 with law firm's fee agreement. But no attorney/client</p> <p>9 relationship is formed until the law firm agrees to</p> <p>10 represent the potential client."</p> <p>11 So after Velawcity does their screening,</p> <p>12 KKTL would do their screening, then MMA would do their</p> <p>13 screening. So -- you know. There is -- there's a lot</p> <p>14 of work that goes in before a client could be -- reach</p> <p>15 an agreement with the law firm.</p> <p>16 Q. Sure. And so you and I may be talking about</p> <p>17 different things. I understand that Velawcity may not</p> <p>18 have been entering into the fee agreements on your</p> <p>19 behalf, right? That's what this provides for, that no</p> <p>20 attorney/client relationship is formed until the law</p> <p>21 firm agrees to represent, right?</p> <p>22 A. Yes.</p> <p>23 Q. But my question is different because this --</p> <p>24 this didn't -- still says, "Velawcity may, at law firm's</p> <p>25 request, provide prescreened potential clients with law</p>
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<p>1 Q. All right. And then second paragraph under</p> <p>2 Intake Services says, "Upon Velawcity's prescreening</p> <p>3 intake review of a potential client's eligibility,</p> <p>4 Velawcity will transmit to law firm, with potential</p> <p>5 client's consent, the potential client's contact</p> <p>6 information, fee agreement and HIPAA release either by</p> <p>7 direct posting through established secure connection</p> <p>8 with law firm system or e-mail"; do you see that?</p> <p>9 A. Yes.</p> <p>10 Q. So did Velawcity transmit to MMA, potential</p> <p>11 clients for hurricane claims, contact information and</p> <p>12 fee agreements?</p> <p>13 A. Information that they gathered from the</p> <p>14 marketing they were in and screening they did was</p> <p>15 provided to MMA, yes.</p> <p>16 Q. Did that include fee agreements?</p> <p>17 A. There were no fee agreements transmitted, no.</p> <p>18 Q. So why does it provide for that in this</p> <p>19 contract?</p> <p>20 A. Don't know.</p> <p>21 Q. Did you review this contract before you signed</p> <p>22 it?</p> <p>23 A. Yes.</p> <p>24 Q. Why didn't you do anything to strike</p> <p>25 references to Velawcity providing fee agreements within</p>	<p>1 firm's fee agreement"; you see that?</p> <p>2 MS. GOOTT: What's the question?</p> <p>3 THE WITNESS: Yeah, I don't --</p> <p>4 MS. GOOTT: If he sees it?</p> <p>5 MS. VEITH: Yes.</p> <p>6 A. Yes.</p> <p>7 BY MS. VEITH:</p> <p>8 Q. So my question is, was Velawcity obtaining and</p> <p>9 then providing to MMA, fee agreements that were signed</p> <p>10 by the clients?</p> <p>11 MS. GOOTT: Objection; asked and</p> <p>12 answered.</p> <p>13 A. Yeah, no.</p> <p>14 BY MS. VEITH:</p> <p>15 Q. How did the fee agreements get executed by the</p> <p>16 clients then?</p> <p>17 A. It depends on how they signed it.</p> <p>18 Q. If a client came in through the Velawcity</p> <p>19 system --</p> <p>20 MS. GOOTT: Objection; assumes facts not</p> <p>21 in evidence that any clients came in.</p> <p>22 BY MS. VEITH:</p> <p>23 Q. -- what would be the process for a fee</p> <p>24 agreement getting executed by both the client and the</p> <p>25 law firm?</p>

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<p>1 A. I mean, there's a thousand different</p> <p>2 variables.</p> <p>3 Q. Okay. Give me one example.</p> <p>4 A. MMA could hard mail a client a contract.</p> <p>5 Q. And did that often happen?</p> <p>6 A. Yes.</p> <p>7 Q. Okay. Who at MMA was sending out those hard</p> <p>8 mail contracts?</p> <p>9 A. We used a third-party company.</p> <p>10 Q. And who was that?</p> <p>11 A. Legal Wings.</p> <p>12 Q. Okay. Did MMA meet with the client before</p> <p>13 that contract was signed?</p> <p>14 A. If the client requested.</p> <p>15 Q. And if they didn't?</p> <p>16 A. No.</p> <p>17 Q. Okay. All right. So moving down under Fees.</p> <p>18 "Law firm agrees to prepay Velawcity a</p> <p>19 fixed rate of \$3,000 for each prescreened potential</p> <p>20 client reviewed for law firm and delivered to law firm";</p> <p>21 do you see that?</p> <p>22 A. Yes, sir.</p> <p>23 Q. And is that what MMA agreed to do?</p> <p>24 A. Yeah. I signed this agreement.</p> <p>25 Q. Okay. And then if you will go to the last</p>	<p>1 intake services.</p> <p>2 Q. You saw the words, "prescreened client cost</p> <p>3 3,000" before you signed this, right?</p> <p>4 A. Yes.</p> <p>5 Q. And if you weren't agreeing to pay per client,</p> <p>6 why didn't you correct that?</p> <p>7 MS. GOOTT: Objection; argumentive.</p> <p>8 A. Yeah, I didn't pay per client. Velawcity</p> <p>9 never got us clients.</p> <p>10 BY MS. VEITH:</p> <p>11 Q. So my question is, if you weren't agreeing to</p> <p>12 pay per prescreened client, why didn't you make an edit</p> <p>13 to this document?</p> <p>14 MS. GOOTT: Objection; assumes facts not</p> <p>15 in evidence.</p> <p>16 A. Yeah, I paid for the prescreening and the</p> <p>17 marketing. \$3 million lump sum upfront.</p> <p>18 BY MS. VEITH:</p> <p>19 Q. \$3 million lump sum achieved by \$3,000 per</p> <p>20 client, correct?</p> <p>21 A. No, achieved by an Amex card.</p> <p>22 THE REPORTER: By a what?</p> <p>23 THE WITNESS: An Amex card.</p> <p>24 BY MS. VEITH:</p> <p>25 Q. Okay. The way that \$3,000 number is arrived</p>
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<p>1 page, the order summary.</p> <p>2 A. Yes.</p> <p>3 Q. The order summary says total prescreened</p> <p>4 clients, 1,000?</p> <p>5 A. Yes.</p> <p>6 Q. And then prescreened client cost, 3,000?</p> <p>7 A. Yes.</p> <p>8 Q. And then total balance due, 3 million?</p> <p>9 A. Yes.</p> <p>10 Q. So the payment was for those 1,000 prescreened</p> <p>11 clients?</p> <p>12 A. No.</p> <p>13 Q. What was the payment for?</p> <p>14 A. It was for running marketing and scrubbing</p> <p>15 services.</p> <p>16 THE REPORTER: And what services?</p> <p>17 THE WITNESS: Scrubbing.</p> <p>18 BY MS. VEITH:</p> <p>19 Q. So why is it characterized in this way?</p> <p>20 A. I don't know. I didn't draft this document.</p> <p>21 Q. You did sign it, though?</p> <p>22 A. I did.</p> <p>23 Q. And you agreed to pay \$3,000 per prescreened</p> <p>24 client, correct?</p> <p>25 A. I agreed to pay \$3 million for advertising and</p>	<p>1 at is by multiplying a thousand by 3,000, correct?</p> <p>2 A. I don't know how they came up with that</p> <p>3 number.</p> <p>4 Q. Total prescreen clients 1,000, right?</p> <p>5 A. I know how to do math. I just don't -- I'm</p> <p>6 not going to make assumptions 'cause I didn't draft this</p> <p>7 document.</p> <p>8 MS. GOOTT: Hold on. I'm going to object</p> <p>9 to argumentative. He has answered your question. He</p> <p>10 has told you what he paid for. There's no reason to</p> <p>11 continue arguing with him and to have him multiply 3,000</p> <p>12 times a thousand. He's told you what he paid for, which</p> <p>13 completely matches what's in this contract. So...</p> <p>14 MS. VEITH: Thank you, Ms. Goott.</p> <p>15 MS. GOOTT: You're welcome.</p> <p>16 MS. VEITH: You do not need to continue</p> <p>17 to argue on the record. My question --</p> <p>18 MS. GOOTT: Well, you don't need to</p> <p>19 continue to argue with my client either. He's answered</p> <p>20 your question multiple times.</p> <p>21 MS. VEITH: Miriam, I'll notice your</p> <p>22 deposition when I want it.</p> <p>23 BY MS. VEITH:</p> <p>24 Q. Mr. Moseley, this order summary provides --</p> <p>25 MS. GOOTT: That's funny.</p>

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<p>1 BY MS. VEITH:</p> <p>2 Q. -- 1,000 documents per total prescreened -- or</p> <p>3 1,000 as a number for total prescreened clients,</p> <p>4 correct?</p> <p>5 MS. GOOTT: Objection; mischaracterizes.</p> <p>6 Best evidence rule.</p> <p>7 A. Sorry, what's the question?</p> <p>8 BY MS. VEITH:</p> <p>9 Q. This document says, "Total prescreened</p> <p>10 clients: 1,000," correct?</p> <p>11 A. Those words are on this page.</p> <p>12 Q. And it says, "Prescreened client cost: 3,000,"</p> <p>13 correct?</p> <p>14 A. Those words are on this page.</p> <p>15 Q. And you signed this document?</p> <p>16 A. I did.</p> <p>17 Q. Okay. Exhibit No. 28.</p> <p>18 (Exhibit 28 marked.)</p> <p>19 BY MS. VEITH:</p> <p>20 Q. Oh, let me ask you one -- one more question</p> <p>21 about that MSA. We were talking about the phone calls</p> <p>22 that you provided some training for at the beginning of</p> <p>23 the questions.</p> <p>24 Did MMA ever or any employees from MMA</p> <p>25 ever listen, whether in real time or later to a</p>	<p>1 Q. Okay. And if you don't know, you don't know.</p> <p>2 A. Yeah, I'm so sorry.</p> <p>3 Q. Don't speculate. Okay.</p> <p>4 A. I think there was a John.</p> <p>5 Q. Pretty common name, as you might know.</p> <p>6 Exhibit 28.</p> <p>7 (Exhibit 28 marked.)</p> <p>8 BY MS. VEITH:</p> <p>9 Q. This is MMA-MB three 0s 525. And this</p> <p>10 document, the last e-mail, top one, is from Shane</p> <p>11 Radford on December 9th, 2021 to Colette Jones; do you</p> <p>12 see that?</p> <p>13 A. Yes.</p> <p>14 Q. And Ms. Jones was the Director of HR at MMA;</p> <p>15 is that correct?</p> <p>16 A. She held a bunch of different roles through</p> <p>17 her course of employment.</p> <p>18 Q. So if you go to the first e-mail, so last</p> <p>19 page, the very top of the first e-mail starts on the</p> <p>20 second page, but the substance is on the last page.</p> <p>21 A. Sorry. I'm on -- start at 137, go to 138?</p> <p>22 Q. Correct. But all that's on 137 is -- you</p> <p>23 know, the sender and the date.</p> <p>24 A. Okay.</p> <p>25 Q. And the sender is Mr. Vottiero, and the date</p>
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<p>1 recording, to the calls that Velawcity had with</p> <p>2 potential clients?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. And how did MMA do that?</p> <p>5 A. I think it was gloCOM, if I'm not mistaken.</p> <p>6 It's a software.</p> <p>7 Q. So was that in real time or after the fact?</p> <p>8 A. Both.</p> <p>9 Q. Okay. And did MMA attorneys or employees</p> <p>10 actually participate in these phone calls, speak with</p> <p>11 the potential clients?</p> <p>12 A. I don't know.</p> <p>13 Q. And then do you know where the employees at</p> <p>14 Velawcity who were taking these phone calls, do you know</p> <p>15 where they were located?</p> <p>16 A. I think I know locations. But I think it was</p> <p>17 several.</p> <p>18 Q. Okay. What locations do you think you know</p> <p>19 of?</p> <p>20 A. Scottsdale, Houston, New Orleans, New Jersey,</p> <p>21 Florida, Tennessee, Ohio, Illinois.</p> <p>22 Q. Okay. Do you know which Velawcity employees</p> <p>23 were located in New Orleans?</p> <p>24 A. Oh, man. They would be offended that I can't</p> <p>25 remember their names. It was a John, I think.</p>	<p>1 is December 8th, 2021, correct?</p> <p>2 A. Correct.</p> <p>3 Q. The subject of this e-mail is "E-Mail</p> <p>4 Forwarding"; do you see that?</p> <p>5 A. Yes, sir.</p> <p>6 Q. And Mr. Vottiero writes, "Hey, Colette, please</p> <p>7 have the e-mail account forwarded to Carlos, Shane and</p> <p>8 Hector, all copied on this e-mail"; do you see that?</p> <p>9 A. Yes.</p> <p>10 Q. And those are all Velawcity employees, based</p> <p>11 on their e-mail address at least, correct?</p> <p>12 A. Yep.</p> <p>13 Q. Do you -- do you know why or what this e-mail</p> <p>14 account was that was forwarding to Carlos, Shane and</p> <p>15 Hector?</p> <p>16 A. I believe it was another project they were</p> <p>17 working on for us.</p> <p>18 Q. And what was that project?</p> <p>19 A. Post-retention customer service.</p> <p>20 Q. Okay. What was post-retention customer</p> <p>21 service?</p> <p>22 A. That's after MMA agreed to represent an</p> <p>23 insured, we -- we needed help with capacity on the</p> <p>24 phones.</p> <p>25 Q. Got it. So Velawcity would provide customer</p>

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<p>1 service to clients who had been retained?</p> <p>2 A. I don't know if it was Velawcity specifically,</p> <p>3 but they were -- I don't know if they -- I think they</p> <p>4 might have managed another call center that wasn't</p> <p>5 Velawcity's. And they helped us onboard their customer</p> <p>6 service agents.</p> <p>7 Q. The John that you were referring to in New</p> <p>8 Orleans with Velawcity, was that John Scallan, by any</p> <p>9 chance?</p> <p>10 A. Maybe. I don't remember his last name.</p> <p>11 Q. Do you remember interacting with John Scallan</p> <p>12 at all?</p> <p>13 A. If it's my John, it might be. Yeah.</p> <p>14 Q. All right. Well, I'll show you this document.</p> <p>15 And the only question I have about it is who was John</p> <p>16 Scallan and what was he doing. Exhibit 29.</p> <p>17 (Exhibit 29 marked.)</p> <p>18 BY MS. VEITH:</p> <p>19 Q. MMA-MB three 0s 886.</p> <p>20 A. Yeah, this might be John. I think he was in</p> <p>21 charge of the call center.</p> <p>22 Q. Got it.</p> <p>23 A. And I think he was -- I think he was located</p> <p>24 in New Orleans, if I'm not mistaken.</p> <p>25 Q. Okay. And so Mr. -- this e-mail with</p>	<p>1 have the advertisement approved by ethics?</p> <p>2 A. Yes.</p> <p>3 Q. Who was that that was providing that approval</p> <p>4 for you?</p> <p>5 A. Claire Rubion.</p> <p>6 Q. Okay. And this advertisement, this relates to</p> <p>7 Hurricane Ida claims; is that right?</p> <p>8 A. (Reading.) It says Hurricane Ida in the top</p> <p>9 right-hand corner. But I don't know if it was</p> <p>10 geographically located to only go out to Ida victims.</p> <p>11 It could have been Lower Delta, Zeda, Ida.</p> <p>12 Q. So within this e-mail there's like little box</p> <p>13 that says, "Let the experts go to work for you and</p> <p>14 collect the funds you deserve to get your property back</p> <p>15 to normal." Do you see that?</p> <p>16 A. Yes, ma'am.</p> <p>17 Q. And then it provides a number to call, a</p> <p>18 number to text, and a website. Although those are just</p> <p>19 like dummy numbers and websites in this particular</p> <p>20 version of the advertisement, right?</p> <p>21 A. Yes, ma'am. I assume so.</p> <p>22 Q. In an advertisement like this that actually</p> <p>23 went out where there were real phone numbers and</p> <p>24 websites provided, would those phone numbers and</p> <p>25 websites have sent the potential clients to Velawcity</p>
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<p>1 Mr. Scallan, which is -- the subject is "Intake Intro."</p> <p>2 Would that have related to the call center</p> <p>3 in New Orleans?</p> <p>4 A. Presumably.</p> <p>5 Q. And Mr. -- if you look at in the middle of the</p> <p>6 page, December 15th, 2021, more like toward the bottom,</p> <p>7 Mr. Scallan writes that he just has a quick script he</p> <p>8 wanted you to bless; do you see that?</p> <p>9 A. I do.</p> <p>10 Q. Do you recall what that script was?</p> <p>11 A. I do not.</p> <p>12 Q. Okay. Exhibit 30.</p> <p>13 (Exhibit 30 marked.)</p> <p>14 BY MS. VEITH:</p> <p>15 Q. This is MMA-MB three 0s 882 as well as the</p> <p>16 native e-mail and its attachment. Okay.</p> <p>17 This e-mail is from December 17th, 2021;</p> <p>18 do you see that?</p> <p>19 A. Yes, ma'am.</p> <p>20 Q. And Mr. Vottiero e-mails you, subject Ethics</p> <p>21 Approval. It says, "Hey, Zach. We need to get this</p> <p>22 copy approved by ethics"; do you see that?</p> <p>23 A. Yes, ma'am.</p> <p>24 Q. And what's attached is an advertisement. And</p> <p>25 Mr. -- is it correct that Mr. Vottiero is asking you to</p>	<p>1 intake?</p> <p>2 MS. GOOTT: Objection; calls for hearsay.</p> <p>3 A. I think we can presume that, that it would go</p> <p>4 to an agent of MMA that was presumably -- you know,</p> <p>5 Velawcity-related.</p> <p>6 BY MS. VEITH:</p> <p>7 Q. Okay. And you said something about how the</p> <p>8 advertisement says Ida, but you don't know</p> <p>9 geographically if it may also have been sent out to</p> <p>10 Laura and Delta addresses.</p> <p>11 How did -- how did MMA determine addresses</p> <p>12 to send these letters to?</p> <p>13 A. We sent direct mailers to every single</p> <p>14 individual south of 10 in Louisiana.</p> <p>15 Q. And what about text messages?</p> <p>16 How did MMA determine what numbers to send</p> <p>17 text messages to?</p> <p>18 A. We did zero text message advertising.</p> <p>19 Q. Did Velawcity do text message advertising for</p> <p>20 MMA?</p> <p>21 A. Not to my knowledge. They were not allowed</p> <p>22 to.</p> <p>23 Q. Okay. And same thing, was there e-mail</p> <p>24 advertising?</p> <p>25 A. No. All advertising was approved by ethics</p>

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<p>1 counsel before it was put into print.</p> <p>2 Q. And that would be like the text of the</p> <p>3 advertising that was approved, right?</p> <p>4 A. And the means for dispersement.</p> <p>5 THE WITNESS: Can I take a five-second</p> <p>6 break to grab a diet Coke 'cause I have an addiction?</p> <p>7 MS. VEITH: Yes.</p> <p>8 THE VIDEOGRAPHER: The time is 11:29</p> <p>9 a.m., and we are off the record.</p> <p>10 (A break was taken from 11:29 a.m. to</p> <p>11 11:42 a.m.)</p> <p>12 THE VIDEOGRAPHER: The time is</p> <p>13 11:42 a.m., and we are back on the record.</p> <p>14 (Exhibit 31 marked.)</p> <p>15 BY MS. VEITH:</p> <p>16 Q. All right. Exhibit 31 will be MMA-MB three 0s</p> <p>17 867.</p> <p>18 MS. GOOTT: And whenever you want to stop</p> <p>19 for lunch, you just tell us.</p> <p>20 MS. VEITH: I'm good right now.</p> <p>21 Ordinarily, I would try to just push through.</p> <p>22 MS. GOOTT: No, no, no. Not necessary.</p> <p>23 When's your flight?</p> <p>24 MS. VEITH: Late like 6:00.</p> <p>25 MS. GOOTT: Okay. We're good.</p>	<p>1 Q. And understanding that he doesn't have</p> <p>2 authority to enter into a contract, did he ever provide</p> <p>3 contracts to potential clients?</p> <p>4 A. No.</p> <p>5 Q. And how do you know that?</p> <p>6 A. Because he didn't have authority to do so.</p> <p>7 Q. But you personally know that Mr. Vottiero</p> <p>8 never provided a contract to a potential client?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. And you know that because you know he</p> <p>11 didn't have authority to?</p> <p>12 A. Well, if he doesn't have authority to enter</p> <p>13 into a contract, then he couldn't provide one.</p> <p>14 Q. But you weren't personally supervising what</p> <p>15 Mr. Vottiero was and wasn't sending out, were you?</p> <p>16 A. No.</p> <p>17 Q. Okay. Exhibit 32.</p> <p>18 (Exhibit 32 marked.)</p> <p>19 BY MS. VEITH:</p> <p>20 Q. This is MMA-MB three 0s 865. And it's an</p> <p>21 e-mail from Mr. Vottiero on January 13th, 2022 where</p> <p>22 Mr. Vottiero says, "Hey, Sean, please send Zach, copy</p> <p>23 here the Agency of Record form. I tried forwarding it,</p> <p>24 and it didn't work."</p> <p>25 And my only question to you is, what is</p>
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<p>1 BY MS. VEITH:</p> <p>2 Q. This e-mail, this is from Mr. Vottiero to you</p> <p>3 and James McClenny on January 6, 2022, correct?</p> <p>4 A. Yes.</p> <p>5 Q. And the subject is "Drivers," right?</p> <p>6 A. Yes.</p> <p>7 Q. And Mr. Vottiero writes, "After reviewing</p> <p>8 listing on a deed, this looks to be an 18- to \$25 per</p> <p>9 hour position, 720 to 1,000 per week. We are averaging</p> <p>10 10 to 20 in-person contracts that need to go out to</p> <p>11 their homes and get signed per week"; do you see that?</p> <p>12 A. Yes, sir.</p> <p>13 Q. I think you mentioned Legal Wings as a courier</p> <p>14 that would deliver hard copies of contracts when we were</p> <p>15 talking earlier, right?</p> <p>16 A. Yes.</p> <p>17 Q. And those contracts, at least according to</p> <p>18 this e-mail, were -- or some contracts that Legal Wings</p> <p>19 were delivering were contracts that Mr. Vottiero at</p> <p>20 Velawcity determined needed to be delivered, correct?</p> <p>21 A. The e-mail says contracts, but I think he is</p> <p>22 referring to forms.</p> <p>23 Q. Okay. How do you know that?</p> <p>24 A. Because Mr. Vottiero doesn't have authority to</p> <p>25 enter into a contract on behalf of MMA.</p>	<p>1 the Agency of Record form?</p> <p>2 A. I'm not sure.</p> <p>3 Q. You don't know?</p> <p>4 A. I don't remember.</p> <p>5 Q. Okay. I have a question going back to</p> <p>6 Exhibit 31, the Legal Wings document. You said you</p> <p>7 think Mr. Vottiero was referring to forms rather than</p> <p>8 contracts?</p> <p>9 A. Yes.</p> <p>10 Q. Did you respond to that e-mail and clarify to</p> <p>11 Mr. Vottiero that he did not have authority to deliver</p> <p>12 contracts to clients?</p> <p>13 A. I don't know.</p> <p>14 Q. Why not?</p> <p>15 MS. GOOTT: Objection; assumes facts not</p> <p>16 in evidence. Foundation.</p> <p>17 A. Why not what?</p> <p>18 BY MS. VEITH:</p> <p>19 Q. You said "I did not," right?</p> <p>20 A. I said I don't know.</p> <p>21 Q. You don't know? Okay.</p> <p>22 At any point in time, did you communicate</p> <p>23 to Mr. Vottiero, hey, don't send out contracts. You</p> <p>24 don't have that authority?</p> <p>25 A. Everything was done through ethics counsel.</p>

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<p>1 So yes. I assume.</p> <p>2 Q. So your lawyer would have told him that?</p> <p>3 A. Yeah, my lawyer did communicate with him.</p> <p>4 Q. Okay. And was Ms. Rubion the lawyer for</p> <p>5 Velawcity?</p> <p>6 A. No.</p> <p>7 Q. Okay. So the next exhibit, 33, is another one</p> <p>8 where there's a native that will be attached to it. And</p> <p>9 it is a document titled [sic] MMA-MB three 0s 533.</p> <p>10 (Exhibit 33 marked.)</p> <p>11 A. (Reading.)</p> <p>12 MS. GOOTT: I feel bad. Just toss it. I</p> <p>13 don't want you leaning over every document.</p> <p>14 MS. VEITH: It's really no trouble.</p> <p>15 MS. GOOTT: Okay.</p> <p>16 BY MS. VEITH:</p> <p>17 Q. Okay. So this e-mail, the top one is dated</p> <p>18 Monday, January 24th, '22 -- 2022, correct?</p> <p>19 A. Sorry. I was reading the e-mail. Can you ask</p> <p>20 your question again?</p> <p>21 Q. Oh, are you done? Take your time.</p> <p>22 A. If you don't mind.</p> <p>23 Q. Just let me know when you're done.</p> <p>24 A. (Reading.) Okay.</p> <p>25 Q. Okay. So the top e-mail from Mr. Radford to</p>	<p>1 A. Correct.</p> <p>2 Q. And then there's some back and forth on pages</p> <p>3 2 and 3 between Mr. Snowden, Mr. Barcus and Mr. Huye</p> <p>4 about the particular language to use; is that fair to</p> <p>5 say?</p> <p>6 A. Yes.</p> <p>7 Q. And then ultimately, you, at the top of page</p> <p>8 2, agree with language that Mr. Huye proposed. And you</p> <p>9 write, "Shane/Phil y'all good," correct?</p> <p>10 A. Yes.</p> <p>11 Q. And Shane and Phil, those are Shane Radford</p> <p>12 and Phil Vottiero of Velawcity, correct?</p> <p>13 A. Correct.</p> <p>14 Q. Okay. And so, Mr. Vottiero, on the first page</p> <p>15 responds, "Shane, let's add that to the contract in</p> <p>16 Paragraph 3. Let it ride"; do you see that?</p> <p>17 A. Yes.</p> <p>18 Q. And then Mr. Radford, in the top e-mail,</p> <p>19 writes, "Hey all. Can someone give their blessing on</p> <p>20 this edit and I'll make sure it gets updated asap"; do</p> <p>21 you see that?</p> <p>22 A. Yes, ma'am.</p> <p>23 Q. And then the document to which Mr. Radford is</p> <p>24 referring is that attachment, which is a property damage</p> <p>25 claims attorney employment contract; is that correct?</p>
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<p>1 several people, including you, on Monday, January 24th,</p> <p>2 2022; do you see that?</p> <p>3 A. Yes, ma'am.</p> <p>4 Q. And the subject of this e-mail is, "What LA</p> <p>5 Law Allows Us to Collect Attorney's Fees," correct?</p> <p>6 A. Correct.</p> <p>7 Q. And the top indicates that there's an</p> <p>8 attachment entitled, "Last Name, First Name-Retainer</p> <p>9 (MMAC.Pdf)" do you see that?</p> <p>10 A. Yes.</p> <p>11 Q. So going back to the first e-mail in the chain</p> <p>12 is actually from you, also on the 24th. And it just</p> <p>13 says, "Need asap."</p> <p>14 And were you referring to the LA law that</p> <p>15 allows us to collect attorney's fees?</p> <p>16 A. Yes, the subject line.</p> <p>17 Q. And Mr. Michael Barcus responds with a revised</p> <p>18 statute on the bottom of the page that has a -- page 4?</p> <p>19 A. Yes.</p> <p>20 Q. And then you respond to that where you ask,</p> <p>21 "Fair statement, Louisiana RF 221892 makes insurance</p> <p>22 companies responsible for insured's (property owners)</p> <p>23 attorney's fees if they fail to pay a claim properly.</p> <p>24 Y'all okay with this statement? Any revisions if this</p> <p>25 statement goes public?" You see that?</p>	<p>1 A. It's the form, yes, ma'am.</p> <p>2 Q. And that's -- that form is what you-all were</p> <p>3 discussing editing in this e-mail exchange, correct?</p> <p>4 A. That makes sense logically.</p> <p>5 Q. Okay. In fact, if you see under No. 3, the</p> <p>6 first sentence says, "Louisiana RS221892 requires</p> <p>7 insurance companies to pay for attorney's fees over and</p> <p>8 above the amount of property damage if the claim is paid</p> <p>9 untimely in violation of state statutes"; do you see</p> <p>10 that?</p> <p>11 A. Yes, ma'am.</p> <p>12 Q. So again, just to be clear, this property</p> <p>13 damage claims attorney employment contract is what you,</p> <p>14 Mr. Huye, Mr. Barcus, Mr. Snowden as well as Shane and</p> <p>15 Phil at Velawcity were discussing editing, correct?</p> <p>16 A. I believe the attorneys were discussing which</p> <p>17 language to use to make it not misleading and as</p> <p>18 accurately as possible.</p> <p>19 Q. And then Mr. Radford and Mr. Vottiero</p> <p>20 ultimately actually made the edits, correct?</p> <p>21 A. I think they adopted the edits the attorneys</p> <p>22 made in the form.</p> <p>23 Q. Okay. All right. Exhibit 34.</p> <p>24 (Exhibit 34 marked.)</p> <p>25</p>

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<p style="text-align: right;">Page 113</p> <p>1 BY MS. VEITH:</p> <p>2 Q. Is a document Bates numbered -- first Bates</p> <p>3 MMA-MB two 0s 1045. This is another marketing service</p> <p>4 agreement, correct?</p> <p>5 A. (Reading.) Yes, ma'am.</p> <p>6 Q. And if you flip to the last page, you signed</p> <p>7 this on February 5th, 2022, correct?</p> <p>8 A. That's what it says, yes.</p> <p>9 Q. Why do you have "Daddy" as your title?</p> <p>10 A. It's a running joke in the office. I was a</p> <p>11 new father, as we discussed just minutes ago.</p> <p>12 Q. Got it. This marketing service agreement, it</p> <p>13 once again, on the first page, indicates that Velawcity</p> <p>14 will perform prescreening intake administrative services</p> <p>15 for law firm, correct?</p> <p>16 A. Where are you at?</p> <p>17 Q. First paragraph begins toward the end of the</p> <p>18 third line from the bottom, "Velawcity also will"?</p> <p>19 A. (Reading.) Yes.</p> <p>20 Q. Okay. And it also indicates -- that last</p> <p>21 paragraph under general services, beginning in the</p> <p>22 second line, "Velawcity will, as an independent</p> <p>23 contractor and agent for law firm, provide potential</p> <p>24 clients who meet law firm's prescreening eligibility</p> <p>25 criteria with law firm's proposed fee agreement,"</p>	<p style="text-align: right;">Page 115</p> <p>1 form. It just cannot constitute an agreement; is that</p> <p>2 what you're saying?</p> <p>3 A. I'm saying they send forms. They don't send</p> <p>4 agreements. It's impossible for someone to send an</p> <p>5 agreement.</p> <p>6 Q. The property damage agreement form that you</p> <p>7 and I were just looking at where you were adding the</p> <p>8 language about LA RS221982; do you remember that?</p> <p>9 A. That's one of the forms, yes.</p> <p>10 Q. That is a form that Velawcity would send?</p> <p>11 A. They may.</p> <p>12 Q. Okay. And then under Fees, this contract</p> <p>13 says, "Law firm agrees to prepay Velawcity a fixed rate</p> <p>14 of \$3,000 for each prescreened potential client reviewed</p> <p>15 for law firm and delivered to law firm," correct?</p> <p>16 A. That -- those words that you read are on this</p> <p>17 page.</p> <p>18 Q. Okay. And then going back to the order</p> <p>19 summary. This contract also contains the words "total</p> <p>20 prescreened clients: 1,000," correct?</p> <p>21 A. It does.</p> <p>22 Q. "Prescreened client cost: \$3,000," correct?</p> <p>23 MS. GOOTT: Correct to what? That it's</p> <p>24 written here? Or --</p> <p>25 MS. VEITH: Yeah, the contract says that,</p>
<p style="text-align: right;">Page 114</p> <p>1 correct?</p> <p>2 MS. GOOTT: I'm going to object.</p> <p>3 Mischaracterizes. Left out the first part of the</p> <p>4 sentence too.</p> <p>5 A. The words you read are on the page.</p> <p>6 BY MS. VEITH:</p> <p>7 Q. Okay. And then flipping to the second page</p> <p>8 under Intake Services, second paragraph, "This contract</p> <p>9 states upon Velawcity's prescreening intake review of a</p> <p>10 potential client's eligibility, Velawcity will transmit</p> <p>11 to law firm, with potential client's consent, the</p> <p>12 potential client's contact information, fee agreement</p> <p>13 and HIPAA release either by direct posting through</p> <p>14 established secure connection with law firm system or</p> <p>15 e-mail," correct?</p> <p>16 A. Yes. This document says that Velawcity will</p> <p>17 send the forms and the client's contact information to</p> <p>18 us.</p> <p>19 Q. Okay. And one such form that's listed in this</p> <p>20 document at least is fee agreement, correct?</p> <p>21 A. It says fee agreement. But -- you know, as we</p> <p>22 talked about before, they cannot enter into a fee</p> <p>23 agreement on MMA's behalf. They can send a form, but</p> <p>24 not an agreement.</p> <p>25 Q. Okay. So they can send the -- the contract</p>	<p style="text-align: right;">Page 116</p> <p>1 correct?</p> <p>2 MS. GOOTT: Best evidence rule on the</p> <p>3 paper. You just want him to confirm that that's what it</p> <p>4 says?</p> <p>5 MS. VEITH: I do.</p> <p>6 A. I don't know if this is part of the contract.</p> <p>7 It's like a -- it says Order Summary. Looks like a</p> <p>8 different doc.</p> <p>9 BY MS. VEITH:</p> <p>10 Q. Well, it --</p> <p>11 A. I know it's page 6 out of the -- it's labeled</p> <p>12 as one document. But there's -- it's obviously two</p> <p>13 docs, given the titles and the headings. We entered</p> <p>14 into the market services agreement as a doc. To me,</p> <p>15 this is like an invoice.</p> <p>16 Q. Where is the signature on the market service</p> <p>17 agreement then?</p> <p>18 A. I don't think it's a very well written</p> <p>19 document.</p> <p>20 Q. Okay. Well --</p> <p>21 THE REPORTER: You don't think it's a</p> <p>22 what?</p> <p>23 THE WITNESS: Very well written document.</p> <p>24 BY MS. VEITH:</p> <p>25 Q. As you indicated, the agreement goes from page</p>

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<p>1 5, right? At the bottom, little black box?</p> <p>2 A. There are numbers on this page.</p> <p>3 Q. To page 6, little black bottom, correct?</p> <p>4 A. There's numbers on both pages, yes.</p> <p>5 Q. And in that order summary, it also says -- I'm</p> <p>6 not sure you answered this question, so I'm going to ask</p> <p>7 it again. The words on the page indicate, "Prescreen</p> <p>8 client cost: \$3,000," correct?</p> <p>9 A. Yeah, in this order summary document, that</p> <p>10 number's on there.</p> <p>11 Q. And the words on the page indicate, "Total</p> <p>12 balance due: \$3 million," correct?</p> <p>13 A. That number is on this order summary page.</p> <p>14 Q. And you signed right underneath that, correct?</p> <p>15 A. I did.</p> <p>16 Q. And you didn't make any changes to the</p> <p>17 document before you signed it?</p> <p>18 A. I think I changed my title.</p> <p>19 Q. But no change to the other words that we just</p> <p>20 went through?</p> <p>21 A. I did not draft this document.</p> <p>22 Q. And you didn't request any changes be made?</p> <p>23 A. I don't know. No. Maybe I did. Maybe I</p> <p>24 didn't. I don't know.</p> <p>25 Q. But one way or another, you reviewed and then</p>	<p>1 correct?</p> <p>2 A. Yes.</p> <p>3 Q. All right. Exhibit 36.</p> <p>4 (Exhibit 36 marked.)</p> <p>5 BY MS. VEITH:</p> <p>6 Q. Another one with a native. So this is Bates</p> <p>7 numbered MMA-MB three 0s 540. And it also includes the</p> <p>8 native version of that document and its attachment.</p> <p>9 This e-mail is from Mr. Radford to you and</p> <p>10 Mr. Huye with a copy to Carlos Cepeda on Tuesday,</p> <p>11 February 8th, 2022, correct?</p> <p>12 A. Yes.</p> <p>13 Q. And the subject is, "Storm Physical Contract</p> <p>14 Cover Letters," correct?</p> <p>15 A. Yes.</p> <p>16 Q. And Mr. Radford writes, "Zach and William, we</p> <p>17 would like to start including a three-page cover letter</p> <p>18 for the physical contract retainers requested. Can you</p> <p>19 please review the attached three-page cover letter and</p> <p>20 make any edits you see fit," correct?</p> <p>21 A. Yes.</p> <p>22 Q. All right. Then flip to the attachments. And</p> <p>23 it is a document, first page on McClenny Mosley and</p> <p>24 Associates letterhead, correct?</p> <p>25 A. That is the McClenny Mosley and Associates</p>
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<p>1 signed the document?</p> <p>2 A. I reviewed the MSA agreement, yes.</p> <p>3 Q. And then you signed the order summary page?</p> <p>4 A. Yeah, this additional document, I signed.</p> <p>5 Q. Okay. Exhibit 35.</p> <p>6 (Exhibit 35 marked.)</p> <p>7 BY MS. VEITH:</p> <p>8 Q. This document is Bates labeled MMA-MB three 0s</p> <p>9 417 --</p> <p>10 A. Yes.</p> <p>11 Q. -- do you see that?</p> <p>12 And the title is, "MMA Louisiana Radio</p> <p>13 Ads," correct?</p> <p>14 A. Yes.</p> <p>15 Q. And were those radio ads part of the marketing</p> <p>16 services Velawcity was providing?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. If you look at the bottom of the e-mail</p> <p>19 or bottom of the page, e-mail from Mr. Vottiero to Sean</p> <p>20 Kelly and you on February 8th, 2022.</p> <p>21 And he writes, "Hey, Zach, I think Sean</p> <p>22 just launches the bus ads and shit ASAP. Don't want to</p> <p>23 waste days waiting on LSBA"; do you see that?</p> <p>24 A. Yes.</p> <p>25 Q. And you replied to that e-mail, "Sure,"</p>	<p>1 logo. But that's not our letterhead.</p> <p>2 Q. The logos -- okay. So good correction. This</p> <p>3 is a document that has McClenny Mosley and Associates</p> <p>4 logo atop it?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. And then the next page -- I'll come</p> <p>7 back to the text of that -- but is a document completion</p> <p>8 example; do you see that?</p> <p>9 A. Yes.</p> <p>10 Q. And then the last page is "FAQs, Protect</p> <p>11 Yourself From the Carrier"; do you see the?</p> <p>12 A. Correct.</p> <p>13 Q. Okay. So flipping back -- and these were the</p> <p>14 documents attached to the e-mail from Mr. Radford that</p> <p>15 he's asking you to review, right?</p> <p>16 A. I believe that is true.</p> <p>17 Q. Okay. So in the -- the first page, that</p> <p>18 letter that has your logo affixed at the top, this --</p> <p>19 the letter says, "Thank you for taking the first steps</p> <p>20 in your property damage claim. In order to continue the</p> <p>21 process with McClenny Mosley and Associates PLLC, we</p> <p>22 will need you to complete and sign the attached</p> <p>23 document"; do you see that?</p> <p>24 A. Yes.</p> <p>25 Q. Do you know what "attached document" was</p>

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<p>1 referring to?</p> <p>2 A. I do not.</p> <p>3 Q. Okay. Going down to the middle of the page,</p> <p>4 it says, "Please reference the example document for</p> <p>5 completion requirements"; do you see that?</p> <p>6 MS. GOOTT: Where are you now?</p> <p>7 MS. VEITH: Middle of the page.</p> <p>8 A. Yes.</p> <p>9 MS. VEITH: It's right above Page No. 1.</p> <p>10 So -- and we're in the attachment.</p> <p>11 THE WITNESS: It's the first page.</p> <p>12 Should be the one before that.</p> <p>13 MS. VEITH: You skipped it again, Miriam.</p> <p>14 There you go.</p> <p>15 MS. GOOTT: Thank you.</p> <p>16 BY MS. VEITH:</p> <p>17 Q. So then flipping over to the document</p> <p>18 completion example --</p> <p>19 A. Yes.</p> <p>20 Q. -- there's like a clip-out of the top of a</p> <p>21 property damage claims attorney employment contract,</p> <p>22 right?</p> <p>23 A. Yeah, it has a copy of the form.</p> <p>24 Q. And it -- the blanks provides instructions.</p> <p>25 The first blank, it says, "Do not fill in," right?</p>	<p>1 your insurance company," correct?</p> <p>2 A. Correct.</p> <p>3 Q. And then toward the end in bold it says, "You</p> <p>4 could be entitled to up to three times your claim damage</p> <p>5 amount," correct?</p> <p>6 A. Correct.</p> <p>7 Q. Exhibit 37 --</p> <p>8 (Exhibit 37 marked.)</p> <p>9 BY MS. VEITH:</p> <p>10 Q. -- is MMA-MB three 0s 549 as well as its</p> <p>11 native version. And the top e-mail in the chain is from</p> <p>12 Shane Radford on February 21st, 2022, correct?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. And if you go to the end of the chain,</p> <p>15 last page, the first e-mail's from Mr. Huye who had</p> <p>16 e-mailed Mr. McClenny an attached draft updated POA he</p> <p>17 suggests on February 8th, 2022; do you see that?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. I don't really have a lot of questions</p> <p>20 about the back and forth except that to summarize, tell</p> <p>21 me if you agree with this, Mr. Huye's asking for a new</p> <p>22 contract form to be put into the system, correct?</p> <p>23 A. (Reading.)</p> <p>24 Q. And you can look at the bottom of page 3.</p> <p>25 MS. GOOTT: Objection; calls for</p>
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<p>1 A. It does say that.</p> <p>2 Q. Okay. And then the next box, which has page</p> <p>3 number 3 on top, that is the signature page of those</p> <p>4 attorney employment contracts, correct?</p> <p>5 A. It has the signature pages for the form, yes.</p> <p>6 Q. Okay. And it has instructions as well. It</p> <p>7 says, "Your signature goes here" above the blank for</p> <p>8 client signature, right?</p> <p>9 A. It says that.</p> <p>10 Q. And then last page FAQs, the first one is,</p> <p>11 "How do I know if I have a case?" Right?</p> <p>12 A. Yes.</p> <p>13 Q. And it explains, "Now, more than ever, claims</p> <p>14 are delayed, underpaid and denied by insurance companies</p> <p>15 in efforts to impress their stockholders and board</p> <p>16 members," correct?</p> <p>17 A. That's what it says.</p> <p>18 Q. And then it explains that you can contact</p> <p>19 McClenny Moseley and Associates for a free,</p> <p>20 no-obligation consultation, correct?</p> <p>21 A. Correct.</p> <p>22 Q. And then the second FAQ, "What is bad faith</p> <p>23 and how does it affect my claim?" Explains, "If your</p> <p>24 claim was delayed, underpaid or denied without proper</p> <p>25 justification, you may have a bad faith claim against</p>	<p>1 speculation.</p> <p>2 BY MS. VEITH:</p> <p>3 Q. Sure. So I'll try to be clear.</p> <p>4 On the bottom of page 3, Mr. Huye writes,</p> <p>5 "Phil, can we get this new contract form in the system</p> <p>6 ASAP"?</p> <p>7 A. Correct.</p> <p>8 Q. Okay. And then Mr. Vottiero replies. And he</p> <p>9 says, "Hey, William, I think we will need to have the</p> <p>10 footer added back in for fee splits."</p> <p>11 Do you see that?</p> <p>12 A. Yes.</p> <p>13 Q. And then he also says at Shane, "Also, please</p> <p>14 put in the Louisiana statute regarding bad faith that</p> <p>15 was agreed upon"; do you see that?</p> <p>16 A. Correct.</p> <p>17 Q. Okay. And then ultimately there's some</p> <p>18 further back and forth. But in the top e-mail that</p> <p>19 actually contained the attachment from Mr. Radford, so</p> <p>20 the first e-mail in the first page, he says, "Pdf</p> <p>21 version. Getting this updated. Should be in place</p> <p>22 tomorrow"; you see that?</p> <p>23 A. Yes.</p> <p>24 Q. And the attachment to this e-mail is the</p> <p>25 property damage claims attorney employment contract,</p>

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<p>1 correct? The form?</p> <p>2 A. It's the form.</p> <p>3 Q. What did you understand -- what does it mean,</p> <p>4 if you know, that the form would be in place tomorrow?</p> <p>5 A. I don't know.</p> <p>6 Q. You said you don't know?</p> <p>7 A. I don't know.</p> <p>8 MS. VEITH: I think this might be a good</p> <p>9 point at which to take a lunch break.</p> <p>10 MS. GOOTT: Okay. How long would you</p> <p>11 like?</p> <p>12 MS. VEITH: How close is food?</p> <p>13 THE REPORTER: Should we go off the</p> <p>14 record?</p> <p>15 MS. VEITH: Yes, please.</p> <p>16 THE VIDEOGRAPHER: The time is 12:09</p> <p>17 p.m., and we're off the record.</p> <p>18 (A break was taken from 12:09 p.m. to</p> <p>19 1:04 p.m.)</p> <p>20 THE VIDEOGRAPHER: The time is</p> <p>21 12:04 p.m., and we are back on the record.</p> <p>22 (Exhibit 38 marked.)</p> <p>23 BY MS. VEITH:</p> <p>24 Q. All right. Exhibit 38. First, let me ask you</p> <p>25 this, Mr. Moseley.</p>	<p>1 that's 64 and 65 or 832 and 833 --</p> <p>2 A. Yes.</p> <p>3 Q. -- it's from someone named Luis Nieto?</p> <p>4 A. Yes.</p> <p>5 Q. And he appears to be with a company called</p> <p>6 Nieto Technology Partners; do you see that?</p> <p>7 A. Yes.</p> <p>8 Q. Who is Nieto Technology Partners?</p> <p>9 A. I believe they assisted with the data</p> <p>10 conversion.</p> <p>11 Q. Okay. And flipping back. Now, I'm on the</p> <p>12 page that is MMA-MB three 0's 831 or page 63?</p> <p>13 A. Yes, ma'am.</p> <p>14 Q. There's an e-mail from Mr. Kinsman at Krause &</p> <p>15 Kinsman on the bottom?</p> <p>16 A. Yes.</p> <p>17 Q. And he says, "We will need a dual integration</p> <p>18 with Velawcity. Go get cases pushed through"; do you</p> <p>19 see that?</p> <p>20 A. Yes.</p> <p>21 Q. What sort of integration was Velawcity doing</p> <p>22 with Krause & Kinsman?</p> <p>23 MS. GOOTT: Objection; calls for</p> <p>24 speculation.</p> <p>25 A. Krause & Kinsman, as part of their duties in</p>
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<p>1 Did you talk about the testimony you're</p> <p>2 going to give this afternoon with anyone during the</p> <p>3 break?</p> <p>4 A. No.</p> <p>5 Q. Exhibit 38 is MMA-MB three 0s 827.</p> <p>6 THE REPORTER: 82?</p> <p>7 MS. VEITH: 827, yeah.</p> <p>8 BY MS. VEITH:</p> <p>9 Q. Take a look and let me know when you're ready.</p> <p>10 A. (Reading.)</p> <p>11 Q. Okay. So this e-mail's subject is</p> <p>12 "Velawcity-SA Integration For MMA Needed-Re: Smart</p> <p>13 Advocate First Day." Do you see that?</p> <p>14 A. Yes.</p> <p>15 Q. What sort of integration did MMA need for</p> <p>16 Smart Advocate?</p> <p>17 A. Data.</p> <p>18 Q. What sort of data?</p> <p>19 A. Claims data.</p> <p>20 Q. Okay. And where was that data being</p> <p>21 integrated from?</p> <p>22 A. An old case management software and third</p> <p>23 parties.</p> <p>24 Q. Okay. So if you go to the first e-mail in</p> <p>25 this chain, meaning the last page, which is the page</p>	<p>1 the co-counsel relationship, was additionally scrubbing</p> <p>2 files. So I'm not sure what duties they delegated</p> <p>3 towards -- or to each other. But, you know, we were --</p> <p>4 MMA needed clean data sets to determine whether or not,</p> <p>5 you know, they wanted to proceed or prosecute these</p> <p>6 claims. And so it's my understanding Velawcity did the</p> <p>7 first round of scrubbing. And then Krause & Kinsman did</p> <p>8 the second.</p> <p>9 BY MS. VEITH:</p> <p>10 Q. Okay. So what Krause & Kinsman-- this data</p> <p>11 that Krause & Kinsman was talking about, it's fair to</p> <p>12 say it was for clients that were jointly represented by</p> <p>13 Krause & Kinsman and MMA?</p> <p>14 MS. GOOTT: Objection; mischaracterizes</p> <p>15 his testimony.</p> <p>16 A. No, not -- no. It would be prior to that.</p> <p>17 BY MS. VEITH:</p> <p>18 Q. Explain what you mean by prior to that?</p> <p>19 A. Like, we didn't represent them yet.</p> <p>20 Q. For clients who would potentially be</p> <p>21 represented by Krause & Kinsman Krause and MMA?</p> <p>22 MS. GOOTT: Objection; mischaracterizes</p> <p>23 his testimony.</p> <p>24 A. Yeah, it was for hurricane victims that were</p> <p>25 seeking representation.</p>

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<p style="text-align: right;">Page 129</p> <p>1 BY MS. VEITH:</p> <p>2 Q. Okay. And for hurricane victims that were</p> <p>3 seeking representation, do I understand what you just</p> <p>4 explained to be that Velawcity scrubbed some files,</p> <p>5 right?</p> <p>6 A. I hope they scrubbed every file to some</p> <p>7 degree.</p> <p>8 Q. And then the next step was Krause & Kinsman</p> <p>9 would scrub those files?</p> <p>10 A. Yes.</p> <p>11 Q. And then MMA would?</p> <p>12 A. Yes. I guess you could call it that.</p> <p>13 Q. Okay.</p> <p>14 A. But we needed to make a determination on</p> <p>15 whether or not representation was proper for that</p> <p>16 client.</p> <p>17 Q. And I guess what I'm trying to figure out is,</p> <p>18 that process, is that what this integration that's being</p> <p>19 e-mailed about is related to?</p> <p>20 A. From my recollection.</p> <p>21 Q. Okay. Exhibit 39.</p> <p>22 (Exhibit 39 marked.)</p> <p>23 BY MS. VEITH:</p> <p>24 Q. It will be MMA-MB three 0s 806.</p> <p>25 A. (Reading.)</p>	<p style="text-align: right;">Page 131</p> <p>1 maybe wasn't so much to do with data as it was to do</p> <p>2 with architecture of the Smart Advocate system.</p> <p>3 Q. Okay. What do you mean by architecture?</p> <p>4 A. So prior to MMA's involvement with Krause &</p> <p>5 Kinsman, we were in a very boutique firm. You know, we</p> <p>6 had 500 to 700 clients at any given time. We laid out</p> <p>7 the perfect workflow for a case.</p> <p>8 And then Krause & Kinsman built the</p> <p>9 automated process in Smart Advocate. These e-mails are</p> <p>10 talking about transferring that architecture of</p> <p>11 automation to our Smart Advocate.</p> <p>12 Q. Understood. Okay. Flipping back to the first</p> <p>13 page and at the --</p> <p>14 A. March 16th?</p> <p>15 Q. Correct. The very first page of the document.</p> <p>16 The bottom of that page, someone named Schery Ramadan</p> <p>17 writes that "Our team is pulling the K&K system now and</p> <p>18 performing their requested removal"; do you see that?</p> <p>19 A. Yes.</p> <p>20 Q. And up at the top, Mr. Vottiero's response is:</p> <p>21 "My fear is if you pull all the data now and I haven't</p> <p>22 stopped the delivery of new cases, that between the time</p> <p>23 of when you pulled the data and when it actually hits</p> <p>24 MMA system, we would have some cases not accounted for.</p> <p>25 "I'm attempting to make sure no cases fall</p>
<p style="text-align: right;">Page 130</p> <p>1 Q. Let me know when you're ready.</p> <p>2 A. Okay.</p> <p>3 Q. Okay. So this is an e-mail where the top one,</p> <p>4 the last e-mail in the chain is from Phil Vottiero on</p> <p>5 March 16th, 2022, correct?</p> <p>6 A. Correct.</p> <p>7 Q. And the subject is "Data Transfer"; is that</p> <p>8 right?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. If you go to the last page, so the</p> <p>11 first e-mail in the chain, do you see the e-mail from</p> <p>12 Mr. Vottiero on March 15th?</p> <p>13 A. Yes, ma'am.</p> <p>14 Q. And he writes, "We need to transfer K&K data</p> <p>15 to the MMA system"; do you see that?</p> <p>16 A. Yes.</p> <p>17 Q. Was that part of the integration process that</p> <p>18 we spoke about relating to the last document?</p> <p>19 A. Yes.</p> <p>20 Q. Okay.</p> <p>21 A. I think -- well, I'm sorry. Ask your next</p> <p>22 question?</p> <p>23 Q. Are you -- are you mistaken?</p> <p>24 Is it related to a different process?</p> <p>25 A. Reading these e-mails, I think the integration</p>	<p style="text-align: right;">Page 132</p> <p>1 through the cracks. We are delivering roughly a hundred</p> <p>2 new cases per day." Do you see that?</p> <p>3 A. Yes.</p> <p>4 Q. Were those hurricane cases that Mr. Vottiero</p> <p>5 was talking about, if you know?</p> <p>6 A. I do not know. We did other types of cases</p> <p>7 with Krause & Kinsman as well. So it could be other</p> <p>8 types of cases.</p> <p>9 Q. Do you think at least some would be hurricane</p> <p>10 cases?</p> <p>11 A. It's possible.</p> <p>12 MS. GOOTT: Objection; foundation.</p> <p>13 BY MS. VEITH:</p> <p>14 Q. What other types of cases did you do with</p> <p>15 Krause & Kinsman that Velawcity would have delivered?</p> <p>16 MS. GOOTT: Objection; assumes facts not</p> <p>17 in evidence.</p> <p>18 A. Hail, fire, wind, hail -- or I said hail.</p> <p>19 Zantac. Those were the -- the main ones.</p> <p>20 (Exhibit 40 marked.)</p> <p>21 BY MS. VEITH:</p> <p>22 Q. Okay. Exhibit 40 is MMA-MB three 0s 607.</p> <p>23 And this is an e-mail from Shane Radford</p> <p>24 with Velawcity to you and others on March 18th, 2022,</p> <p>25 correct?</p>

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<p>1 A. Yes.</p> <p>2 Q. And the bottom e-mail is another one from</p> <p>3 Mr. Ramadan also on March 18th, 2022, correct?</p> <p>4 A. Yes.</p> <p>5 Q. And subject line is the same as the last</p> <p>6 e-mail we saw, "Data Transfer," right?</p> <p>7 A. Correct.</p> <p>8 Q. And Mr. Ramadan [sic] writes, "Please find</p> <p>9 login credentials to review storm cases and</p> <p>10 configuration"; do you see that?</p> <p>11 A. Ms. Ramadan.</p> <p>12 Q. Thank you for that correction.</p> <p>13 So does that change your testimony at all</p> <p>14 about this data transfer and the cases Velawcity was</p> <p>15 delivering being storm hurricane-related cases?</p> <p>16 MS. GOOTT: Objection. It</p> <p>17 mischaracterizes his testimony. He never got cases from</p> <p>18 Velawcity.</p> <p>19 MS. VEITH: Sure. I'm just reading from</p> <p>20 the page that says storm cases.</p> <p>21 BY MS. VEITH:</p> <p>22 Q. But you can continue, Mr. Moseley.</p> <p>23 MS. GOOTT: No, I object. Your question</p> <p>24 was his understanding of it -- of cases. And from what</p> <p>25 his -- from the prior testimony. And so let's just get</p>	<p>1 Q. Okay. And I asked you if those were hurricane</p> <p>2 cases. But I'll ask you, hurricane-potential clients.</p> <p>3 Does this change your recollection as to</p> <p>4 whether the hundreds of new potential clients would have</p> <p>5 been hurricane clients?</p> <p>6 A. No.</p> <p>7 Q. Okay. So even though it's -- Ms. Ramadan is</p> <p>8 writing about a storm -- login credentials for storm,</p> <p>9 they may have related to other cases?</p> <p>10 A. They may have related to other cases than</p> <p>11 hurricanes, yes. There are other types of storms</p> <p>12 besides hurricanes.</p> <p>13 Q. You said Zantac, though.</p> <p>14 Is Zantac not a storm, right?</p> <p>15 A. Zantac is not a storm case, no.</p> <p>16 Q. All right. Exhibit 41.</p> <p>17 (Exhibit 41 marked.)</p> <p>18 BY MS. VEITH:</p> <p>19 Q. Let me know when you're ready.</p> <p>20 A. (Reading.) Okay.</p> <p>21 Q. Okay. This string of e-mails, the top one,</p> <p>22 last e-mail is from Shane Radford on April 8th --</p> <p>23 exactly three years ago -- 2022 to Mr. Huye and to you,</p> <p>24 with a copy to Chad -- Chaz Van De Motter, Jordan</p> <p>25 Scallan and Frances Morison; do you see that?</p>
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<p>1 that clear.</p> <p>2 MS. VEITH: Okay. Miriam, I'm going to</p> <p>3 object to you testifying on behalf of Mr. Moseley, so...</p> <p>4 MS. GOOTT: No, I'm just simply asking</p> <p>5 you to not mischaracterize his testimony.</p> <p>6 MS. VEITH: You're making speaking</p> <p>7 objections.</p> <p>8 MS. GOOTT: So are you. And you're being</p> <p>9 argumentative.</p> <p>10 BY MS. VEITH:</p> <p>11 Q. Mr. Moseley, does that change your</p> <p>12 recollection about what kinds of cases or potential</p> <p>13 clients Velawcity was delivering to MMA relating to this</p> <p>14 data transfer?</p> <p>15 A. Sorry. Can you start over? What -- what am I</p> <p>16 looking at?</p> <p>17 Q. Okay. The e-mail from Ms. Ramadan says,</p> <p>18 "Please find login credentials to review storm cases and</p> <p>19 configuration, correct?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. Earlier, last e-mail where we were</p> <p>22 discussing the data transfer, there was a statement from</p> <p>23 Mr. Vottiero at Velawcity that said, "We are delivering</p> <p>24 roughly a hundred new cases a day," correct?</p> <p>25 A. If that's what the e-mail said.</p>	<p>1 A. Yes.</p> <p>2 Q. And the subject is, "Customer Service</p> <p>3 Question"; do you see that?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. Flip to the last page, the second page,</p> <p>6 last e-mail in the chain. It's an e-mail from</p> <p>7 Mr. Radford; do you see that?</p> <p>8 A. Yes.</p> <p>9 Q. And so Mr. Radford writes, "Zach/William,</p> <p>10 would you like our team members to state to the client</p> <p>11 calling in that they're working on behalf of your law</p> <p>12 firm or that they work, quote, for your law firm"; do</p> <p>13 you see that?</p> <p>14 A. Yes.</p> <p>15 Q. And Mr. Huye replies, "I think saying, I,</p> <p>16 William Huye, with McClenny Moseley and Associates,</p> <p>17 makes the most sense. Does that work?"</p> <p>18 Do you see that?</p> <p>19 A. Yes.</p> <p>20 Q. And so Mr. Radford thanks Mr. Huye and says,</p> <p>21 "We'll script as we're working for MMA," correct?</p> <p>22 A. Correct.</p> <p>23 Q. And this is something that you approved of?</p> <p>24 A. I didn't approve this.</p> <p>25 Q. Did you ever reply to this e-mail and say</p>

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1 please don't do that?

2 A. I don't know if I replied via e-mail or any

3 other way.

4 **Q. So at the -- whether you may not have approved**

5 **of it in this e-mail, is that a practice that you**

6 **believed was appropriate for an agent of MMA like**

7 **Velawcity?**

8 A. What do you mean?

9 **Q. Did you, when you saw that Velawcity was**

10 **suggesting that they were going to script as though they**

11 **were working for MMA, did you believe that that was**

12 **appropriate method for Velawcity to speak to clients or**

13 **potential clients?**

14 MS. GOOTT: Objection; calls for a legal

15 conclusion.

16 A. I know it's permissible for law firms to hire

17 agents.

18 BY MS. VEITH:

19 **Q. And you thought it was permissible for the**

20 **agent to state that they are working for the law firm**

21 **that they are an agent for?**

22 MS. GOOTT: Objection; calls for

23 speculation.

24 A. I don't know my train of thought at the time.

25 But now, yeah. Agents work for law firms all the time.

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1 (Exhibit 42 marked.)

2 BY MS. VEITH:

3 **Q. Exhibit 42. This is MMA-MB three 0s 717. Let**

4 **me know when you're ready.**

5 A. (Reading.) Can you show me in your depo

6 notice where I'd need to be prepared to answer questions

7 about this?

8 **Q. Sure. It's Exhibit 1, right?**

9 A. Yeah.

10 **Q. No. 4, the methods you approved of Velawcity**

11 **using to obtain hurricane claim clients.**

12 A. I think I'm -- most of this is post retention.

13 **Q. No. 5, your knowledge of Velawcity's call**

14 **center to which potential hurricane claim clients were**

15 **directed.**

16 A. Yeah, so this would be post retention.

17 **Q. Okay. But it's a call center, correct?**

18 A. But yeah, you've limited --

19 MS. GOOTT: But not for that definition.

20 Not for why we're here.

21 MS. VEITH: We're here to talk about

22 Velawcity. That's what the order from Hanen says.

23 MS. GOOTT: No, you specifically told

24 Judge Hanen that you did not believe that MMA was

25 entitled to any fees, based on how MMA obtained clients

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1 from Velawcity. This has nothing to do with that, and

2 it's not part of your topics.

3 MS. VEITH: Then why'd you produce the

4 document?

5 THE WITNESS: An abundance of caution.

6 MS. GOOTT: We were producing documents

7 because you asked for information from Velawcity. And

8 we told you in an e-mail that this has nothing to do

9 with this, but we sent it anyway because we have nothing

10 to hide. But this isn't on the topic. This isn't what

11 he was prepared for. And this is specifically not what

12 you asked Judge Hanen for.

13 MS. VEITH: Judge Hanen's order says that

14 discovery will be taken related to Velawcity and the

15 acquisition of clients --

16 MR. PATTERSON: It's in the scope of the

17 30(b)(6) or it's not. If it's not, he doesn't have to

18 be prepared. Ask him and he may not be prepared.

19 MS. VEITH: Great.

20 MR. PATTERSON: I don't need to hear from

21 you, Matt.

22 MR. PROBUS: I don't need to hear from

23 you either.

24 MR. PATTERSON: Well, you already did.

25 MR. PROBUS: Well, you already did too.

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1 And His notice says regarding the --

2 MR. PATTERSON: The notice is the scope.

3 The notice is the scope.

4 MR. PROBUS: -- the notice is as clear as

5 a bell that it's within the scope. And it's not --

6 MS. GOOTT: No, it's not. Come on --

7 MR. PROBUS: Yeah, it is.

8 (Indiscernible) I just read it --

9 MR. PATTERSON: You're dreaming.

10 MS. VEITH: Okay. Well, to

11 Mr. Patterson's point, he may not be prepared. I will

12 still ask you.

13 BY MS. VEITH:

14 **Q. 'Cause you have seen this document before,**

15 **right? It's an e-mail that you've received, correct?**

16 A. I assume I've seen it.

17 MS. GOOTT: Three years ago to the day.

18 MS. VEITH: Ms. Goott, you are not

19 testifying.

20 MS. GOOTT: Neither are you and neither

21 is Mr. Probus.

22 BY MS. VEITH:

23 **Q. Mr. Moseley, if you would look at the last**

24 **page in the e-mail -- or the second-to-the-last page**

25 **from Mr. Radford.**

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<p style="text-align: right;">Page 141</p> <p>1 And to the point that your counsel has</p> <p>2 been making, this e-mail says, "Thank you again for</p> <p>3 taking the time this morning to go over the customer</p> <p>4 service workflow with our team," correct?</p> <p>5 A. That's what the e-mail says.</p> <p>6 Q. And one of the bullets underneath that is case</p> <p>7 status scripting details, correct?</p> <p>8 A. It says those words.</p> <p>9 Q. And Mr. Radford is saying, "We will also need</p> <p>10 to make sure that all possible case statuses are</p> <p>11 covered. If multiple statuses can be covered in a</p> <p>12 single scripting text, please include/group the case</p> <p>13 status in Column A"; you see that?</p> <p>14 A. Yes.</p> <p>15 Q. And then there's also a bullet that says, "FAQ</p> <p>16 Scripting Details," correct?</p> <p>17 A. There's a bullet that says that.</p> <p>18 Q. Great. Thank you.</p> <p>19 And just for completeness, Exhibit 43 is a</p> <p>20 document that does not have Bates labels because it was</p> <p>21 only produced natively. But it is an e-mail dated</p> <p>22 April 7th, 2022.</p> <p>23 (Exhibit 43 marked.)</p> <p>24 BY MS. VEITH:</p> <p>25 Q. From Mr. Huye with an Excel spreadsheet</p>	<p style="text-align: right;">Page 143</p> <p>1 Q. Well, first I asked you if you received it,</p> <p>2 and you said you didn't know. So I was trying to figure</p> <p>3 out how to prove that you received it.</p> <p>4 MS. GOOTT: Objection; argumentative.</p> <p>5 You asked him if it was addressed to him, and he said</p> <p>6 no. It's addressed to Shane. It says Shane comma.</p> <p>7 BY MS. VEITH:</p> <p>8 Q. Did you receive this e-mail, Mr. Moseley?</p> <p>9 A. I believe this -- I have no reason not to</p> <p>10 believe this e-mail wasn't sent to me. But I did not</p> <p>11 prep for this question because it's outside the scope of</p> <p>12 the 30(b)(6) witness.</p> <p>13 Q. And, in fact, up at the top, you forwarded</p> <p>14 this e-mail to Ms. Ohlsson yesterday, correct?</p> <p>15 A. No.</p> <p>16 Q. The from Zach Mosley is not you?</p> <p>17 A. No.</p> <p>18 Q. Who is it?</p> <p>19 A. It's Katie Ohlsson.</p> <p>20 Q. So Ms. Ohlsson has access to your e-mail</p> <p>21 address?</p> <p>22 A. I gave her access to my e-mail address to</p> <p>23 forward this e-mail and all e-mails responsive to the</p> <p>24 discovery request.</p> <p>25 Q. So this e-mail was then located in your e-mail</p>
<p style="text-align: right;">Page 142</p> <p>1 attached.</p> <p>2 A. (Reading.)</p> <p>3 Q. And you received this e-mail from Mr. Huye,</p> <p>4 correct?</p> <p>5 A. I'm not prepared to talk on these topics. I</p> <p>6 didn't prep for this 'cause it's outside the scope of</p> <p>7 the deposition notice.</p> <p>8 Q. So you can't tell me that Zach Moseley is you</p> <p>9 in that e-mail?</p> <p>10 MS. GOOTT: Objection; argumentative.</p> <p>11 That's not the question you asked him.</p> <p>12 BY MS. VEITH:</p> <p>13 Q. Is this e-mail directed to Shane Radford, Zach</p> <p>14 Mosley and James McClenny?</p> <p>15 A. The cover e-mail?</p> <p>16 Q. Yes. From Mr. Huye.</p> <p>17 A. It's directed toward Shane.</p> <p>18 Q. Shane, semicolon. The next name listed is</p> <p>19 Zach Mosley, correct?</p> <p>20 A. I was cc'd on the e-mail, but it's addressed</p> <p>21 to Shane in the body of the e-mail.</p> <p>22 Q. Yeah, sure. I'm just asking if your name is</p> <p>23 listed as one of the e-mails that received this e-mail.</p> <p>24 A. Oh, I didn't hear you ask that question. You</p> <p>25 asked if it was addressed to me.</p>	<p style="text-align: right;">Page 144</p> <p>1 inbox, correct?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. Mr. Huye, when he was sending these</p> <p>4 e-mails, that was in the course and scope of his</p> <p>5 employment for MMA, correct?</p> <p>6 A. I believe so.</p> <p>7 Q. Okay. And there is an Excel spreadsheet</p> <p>8 attached to Mr. Huye's e-mail, correct?</p> <p>9 A. I don't know. I -- I assume you're telling</p> <p>10 the truth.</p> <p>11 Q. Well, in the document that your e-mail address</p> <p>12 forwarded to Ms. Ohlsson, there are attachments listed,</p> <p>13 correct?</p> <p>14 A. I assume you're telling the truth. I just</p> <p>15 haven't prepped for this 'cause it was outside the scope</p> <p>16 of the 30(b)(6) witness deposition notice.</p> <p>17 Q. Sure. But you actually provided this e-mail</p> <p>18 to us yesterday, correct? Because as you just said, you</p> <p>19 were pulling documents responsive to the discovery</p> <p>20 request, correct?</p> <p>21 A. I think my counsel provided them to you.</p> <p>22 MS. GOOTT: I'm going to object -- hold</p> <p>23 on. No need to argue with him. Ask him a question. Go</p> <p>24 ahead.</p> <p>25 MS. VEITH: I asked the question.</p>

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<p style="text-align: right;">Page 145</p> <p>1 MS. GOOTT: You did. And you don't need</p> <p>2 to argue with him or raise your voice. Just ask him the</p> <p>3 question, and he will answer.</p> <p>4 BY MS. VEITH:</p> <p>5 Q. The question was asked.</p> <p>6 Can you please answer?</p> <p>7 A. I believe my counsel provided these documents</p> <p>8 to you. Not me.</p> <p>9 Q. How did your counsel get the documents?</p> <p>10 A. I assume via e-mail.</p> <p>11 Q. From your e-mail inbox, correct?</p> <p>12 A. I assume Katie Ohlsson sent them to my</p> <p>13 counsel.</p> <p>14 Q. Okay. Yes, from your e-mail inbox because it</p> <p>15 indicates from Zach Moseley at the top of this e-mail,</p> <p>16 correct?</p> <p>17 MS. GOOTT: Objection; foundation. Calls</p> <p>18 for speculation.</p> <p>19 A. I think I know what you're asking. You're</p> <p>20 asking if this e-mail originated from my inbox to get to</p> <p>21 you.</p> <p>22 BY MS. VEITH:</p> <p>23 Q. Yes.</p> <p>24 A. I believe that is truthful. But I did not</p> <p>25 prep for this because it's outside the scope of your</p>	<p style="text-align: right;">Page 147</p> <p>1 BY MS. VEITH:</p> <p>2 Q. At the top, is there a line that says, "Case</p> <p>3 Status"?</p> <p>4 MS. GOOTT: Objection; best evidence</p> <p>5 rule.</p> <p>6 A. I don't see a line.</p> <p>7 BY MS. VEITH:</p> <p>8 Q. Is there something that says case status at</p> <p>9 the top?</p> <p>10 A. There are letters that articulate case status.</p> <p>11 Q. And then going over on the same line, are</p> <p>12 there letters that articulate scripting text?</p> <p>13 A. Going to the next cell, yes.</p> <p>14 Q. Okay. And then the next cell after that, are</p> <p>15 there letters that articulate text messages (not being</p> <p>16 scripted)?</p> <p>17 A. I think that's what it says. It's very small.</p> <p>18 Q. That's the trouble with printing out Excel</p> <p>19 spreadsheets. All right. Last page.</p> <p>20 Does this depict a flowchart?</p> <p>21 MS. GOOTT: Objection; foundation. Best</p> <p>22 evidence rule.</p> <p>23 A. Flowchart, workflow. There's arrows and</p> <p>24 boxes. I haven't prepped for these questions 'cause</p> <p>25 it's outside of the scope of the deposition notice for</p>
<p style="text-align: right;">Page 146</p> <p>1 30(b)(6) witness deposition notice.</p> <p>2 Q. You've made that very clear. I'm just asking</p> <p>3 you to look at the document, and tell me if certain</p> <p>4 things appear on the face of the document.</p> <p>5 MS. GOOTT: Objection; best evidence</p> <p>6 rule.</p> <p>7 BY MS. VEITH:</p> <p>8 Q. Okay. There's a list of attachments. One of</p> <p>9 them is, MMA Customer Service Outline (WH Updates</p> <p>10 4.6.22.xlss), correct?</p> <p>11 A. I see what -- what line you're reading from.</p> <p>12 Q. Okay. So in the separate document that I have</p> <p>13 handed you, which I understand you may not have prepared</p> <p>14 to answer questions about, but I'm going to ask you to</p> <p>15 turn to the third page from the back.</p> <p>16 Is this a chart on this page?</p> <p>17 A. I'm on a different page than you.</p> <p>18 Q. Third page -- oh, fourth page from the back.</p> <p>19 A. Is this document a chart?</p> <p>20 Q. Yes.</p> <p>21 A. Sure. I don't know. Some could call it a</p> <p>22 chart.</p> <p>23 THE REPORTER: What -- okay.</p> <p>24 THE WITNESS: Some could call it a chart.</p> <p>25</p>	<p style="text-align: right;">Page 148</p> <p>1 the deposition --</p> <p>2 BY MS. VEITH:</p> <p>3 Q. Sure. Just in your general memory --</p> <p>4 A. I wasn't finished yet.</p> <p>5 MS. GOOTT: Try not to talk over him so</p> <p>6 the court reporter doesn't struggle.</p> <p>7 BY MS. VEITH:</p> <p>8 Q. Go ahead.</p> <p>9 A. Can you repeat your question?</p> <p>10 Q. Just in your general memory, was there a</p> <p>11 workflow for Velawcity's customer service for MMA?</p> <p>12 A. I'm sure there would have to be.</p> <p>13 Q. Do you recall if this chart depicts what that</p> <p>14 workflow looks like?</p> <p>15 A. I don't know.</p> <p>16 MS. GOOTT: Objection; beyond the scope</p> <p>17 of this deposition.</p> <p>18 A. I do not.</p> <p>19 (Exhibit 44 marked.)</p> <p>20 BY MS. VEITH:</p> <p>21 Q. Okay. Exhibit 44. This is MMA-MB three 0s</p> <p>22 757.</p> <p>23 A. (Reading.) Are these different e-mail chains?</p> <p>24 Q. I think the last page is incorrectly included.</p> <p>25 But other than -- so you can rip that off. But other</p>

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<p>1 than that, it's all the same. I'm not interested in the</p> <p>2 last page, so...</p> <p>3 A. I'm not prepared to talk about this 'cause it</p> <p>4 looks like it's post retention --</p> <p>5 Q. Well --</p> <p>6 A. -- which wasn't included on the scope of the</p> <p>7 30(b)(6) depo notice that I appeared for.</p> <p>8 Q. Let me see if maybe that some things in this</p> <p>9 could change your mind. I'm -- I'm of the belief that</p> <p>10 it relates to retention.</p> <p>11 MS. GOOTT: Object to sidebar.</p> <p>12 BY MS. VEITH:</p> <p>13 Q. Maybe I'm right. Maybe you're right. Let's</p> <p>14 just see.</p> <p>15 MS. GOOTT: Objection; sidebar.</p> <p>16 BY MS. VEITH:</p> <p>17 Q. So if you'll go to the page that ends in 763.</p> <p>18 Do you see someone at Message Media is</p> <p>19 asking for an API key; do you see that?</p> <p>20 A. Yes.</p> <p>21 Q. You mentioned an API key to me earlier today.</p> <p>22 And I didn't know what it was then; I don't now.</p> <p>23 Do you know what that means in this</p> <p>24 context?</p> <p>25 MS. GOOTT: Object to the sidebar.</p>	<p>1 A. I presume. 'Cause I wasn't prepared to</p> <p>2 testify to 'cause it's not in the scope of the</p> <p>3 deposition.</p> <p>4 Q. Okay. Well, then let me ask you this. So go</p> <p>5 to the page 760.</p> <p>6 A. Yes.</p> <p>7 Q. And this is a list of -- so Adam Krause</p> <p>8 writes -- on April 15th, 2022 he writes, "I don't know</p> <p>9 the issue, but I do know that these posted correctly</p> <p>10 into MMA"; do you see that?</p> <p>11 A. Yes.</p> <p>12 Q. And it's a list of clients?</p> <p>13 A. Yes.</p> <p>14 Q. The posting isn't referring to the posting of</p> <p>15 the actual clients?</p> <p>16 A. I don't know what you're asking.</p> <p>17 Q. So if you'll flip back up --</p> <p>18 MS. GOOTT: What page are you on?</p> <p>19 MS. VEITH: Preceding page, 759.</p> <p>20 BY MS. VEITH:</p> <p>21 Q. And on April 15th, Mr. Radford writes, "Adam,</p> <p>22 here's an example of one that failed to hit MMA, but</p> <p>23 looks like it hit your system. Can you confirm?"</p> <p>24 MS. GOOTT: I don't see where -- 759</p> <p>25 doesn't have an April 15th.</p>
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<p>1 A. API is a common acronym. You can -- I can</p> <p>2 have an API in to Miriam. I can have an API in to you.</p> <p>3 There's no one API key. It just means the two different</p> <p>4 systems plug into each other. Message Media is a form</p> <p>5 of communications that we have with clients once they're</p> <p>6 retained. So that's why I believe that this is post</p> <p>7 retention, which I was not prepared to testify to 'cause</p> <p>8 it was not included in your notice of deposition.</p> <p>9 BY MS. VEITH:</p> <p>10 Q. Okay. Understood. Let me just ask you my</p> <p>11 next question 'cause this is why I think it relates to</p> <p>12 retention. So if you'll go up to the e-mail from</p> <p>13 Mr. Krause on April 14th, 2022?</p> <p>14 A. Yes.</p> <p>15 Q. He's asking to "Please prioritize this over</p> <p>16 anything -- almost anything else. Tomorrow our</p> <p>17 automated campaigns won't work until that's activated."</p> <p>18 What -- what campaigns is he referring to?</p> <p>19 A. Customer service campaigns, not marketing</p> <p>20 campaigns, which you -- I assume you're thinking it is.</p> <p>21 Q. So this was not advertising campaigns. This</p> <p>22 was a campaign for clients who had already been</p> <p>23 retained?</p> <p>24 A. Client updates.</p> <p>25 Q. Got it.</p>	<p>1 MS. VEITH: So yeah. You're looking at</p> <p>2 the wrong number. I'm speaking about the Bates number.</p> <p>3 You're probably looking at the number in the middle of</p> <p>4 the page. The Bates number that ends in 759 --</p> <p>5 MS. GOOTT: Oh, you're not referring to</p> <p>6 the page number.</p> <p>7 MS. VEITH: 756.</p> <p>8 MS. GOOTT: That's confusing since those</p> <p>9 are the same numbers. Okay. So Bates 759.</p> <p>10 MS. VEITH: Correct.</p> <p>11 BY MS. VEITH:</p> <p>12 Q. Do you see that?</p> <p>13 A. Yes.</p> <p>14 Q. Is that not a client that hit Krause & Kinsman</p> <p>15 system but did not hit MMA?</p> <p>16 A. I interpret this as Shane Radford, on behalf</p> <p>17 of Krause & Kinsman, is finding an error in data</p> <p>18 transfer.</p> <p>19 Q. Something that's hitting Velawcity's -- or</p> <p>20 Krause & Kinsman's system but not MMA system, correct?</p> <p>21 A. Correct.</p> <p>22 Q. Okay. And then if you go to Bates 758, the</p> <p>23 next preceding page --</p> <p>24 A. Yes.</p> <p>25 Q. -- someone, Rahul Doshi at Smart Advocate, is</p>

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<p style="text-align: right;">Page 153</p> <p>1 asking Mr. Radford for a response or "Provide us a</p> <p>2 response you are getting because it seems we are</p> <p>3 creating cases for the lead being posted to Smart</p> <p>4 Advocate."</p> <p>5 That wasn't cases like client cases that</p> <p>6 Mr. Doshi was talking about?</p> <p>7 A. Sorry. I'm not following where you're at.</p> <p>8 Q. The middle of the page that's Bates numbered</p> <p>9 758. E-mail from Rahul Doshi.</p> <p>10 A. Oh, the previous page. Sorry. I don't know</p> <p>11 how to interpret that statement. It's kind of</p> <p>12 ambiguous.</p> <p>13 Q. So this to you is all about post-retention</p> <p>14 information, not retention of clients?</p> <p>15 A. Yes.</p> <p>16 Q. Exhibit 45, MMA-MB four 0s as well as the</p> <p>17 native attachment to that document.</p> <p>18 (Exhibit 45 marked.)</p> <p>19 BY MS. VEITH:</p> <p>20 Q. It's an e-mail from Adam Krause to you and</p> <p>21 others, including -- how do you say T-I-G-H-E?</p> <p>22 A. "Tie" (phonetic.)</p> <p>23 Q. Tighe Wilhelmy, Phil Vottiero and Shane</p> <p>24 Radford at Velawcity, correct?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 155</p> <p>1 Q. So is that, there was a case in which the</p> <p>2 representation of one law firm had terminated and</p> <p>3 another had commenced?</p> <p>4 A. No.</p> <p>5 Q. What was this then? 'Cause that's what you</p> <p>6 just described is a representation where one law firm's</p> <p>7 representation ended and another's began.</p> <p>8 MS. GOOTT: Objection; argumentative.</p> <p>9 You don't need to tell him what his testimony. Just</p> <p>10 please ask him questions. And if he knows the answer,</p> <p>11 he will answer.</p> <p>12 A. Yeah, it's when a client signs up with two law</p> <p>13 firms.</p> <p>14 BY MS. VEITH:</p> <p>15 Q. And why was Velawcity being included on this</p> <p>16 conversation regarding dual representation?</p> <p>17 A. 'Cause as we told you, they helped with</p> <p>18 scrubbing clients, scrubbing data, our administrative</p> <p>19 side, our technology side. It had nothing to do with a</p> <p>20 campaign they were in -- you know, or anything like</p> <p>21 that. 'Cause they're just dual rep clients.</p> <p>22 We got to figure out what to do with them</p> <p>23 because the insurance company usually won't talk to us</p> <p>24 'cause they're like, "Oh, we got two LORs on file. How</p> <p>25 are we going to handle these claims?"</p>
<p style="text-align: right;">Page 154</p> <p>1 Q. And Mr. Krause is attaching a list of dual</p> <p>2 reps; do you see that?</p> <p>3 A. Yeah, I was not prepared to answer questions</p> <p>4 about this because this is a post-retention e-mail and</p> <p>5 falls outside the notice of your depo.</p> <p>6 Q. Well, let me ask you a question because the</p> <p>7 reps were obtained through Velawcity's intake services,</p> <p>8 correct?</p> <p>9 A. No.</p> <p>10 Q. How were they obtained?</p> <p>11 A. I don't know. You'd have to go case-by-case</p> <p>12 basis. Dual reps are all the cases in the firm. It</p> <p>13 could be a case that my mother referred to me that was</p> <p>14 also being represented by Galindo.</p> <p>15 Q. Okay. There were only 315 cases that you</p> <p>16 repped with Krause & Kinsman?</p> <p>17 A. No, that's not what a dual rep is.</p> <p>18 Q. So what is a dual rep? 'Cause I thought you</p> <p>19 just said it was a case where you represented your</p> <p>20 mother that was also being represented by Galindo?</p> <p>21 A. It's where a client signs up with two law</p> <p>22 firms with two different fee arrangements. So for</p> <p>23 instance, the Morris Bart cases are dual represented.</p> <p>24 They are repped by MMA, and they're repped by Morris</p> <p>25 Bart. That's a dual rep.</p>	<p style="text-align: right;">Page 156</p> <p>1 Q. And those dual reps, could they have possibly</p> <p>2 come in through Velawcity's intake where, as you've</p> <p>3 testified, Velawcity did some prescreening intake for</p> <p>4 potential clients?</p> <p>5 MS. GOOTT: Objection; mischaracterizes</p> <p>6 his testimony.</p> <p>7 A. Yeah. A hurricane victim that classifies as a</p> <p>8 dual rep could have originated from a Velawcity campaign</p> <p>9 for sure.</p> <p>10 BY MS. VEITH:</p> <p>11 Q. And that victim would have somehow ended up</p> <p>12 with representations both from MMA and from Krause &</p> <p>13 Kinsman?</p> <p>14 A. No -- well, I guess it could have.</p> <p>15 Q. Because what I'm trying to figure out, most of</p> <p>16 your -- your clients that had these property damage</p> <p>17 employment agreements, Krause & Kinsman is defined as a</p> <p>18 co-counsel in those, right?</p> <p>19 MS. GOOTT: Objection; vague.</p> <p>20 A. Krause & Kinsman was a co-counsel with MMA.</p> <p>21 BY MS. VEITH:</p> <p>22 Q. So for those clients, Krause & Kinsman and MMA</p> <p>23 were both representing the client, there wasn't a dual</p> <p>24 rep 'cause it wasn't a representation that had been</p> <p>25 created twice; is that right?</p>

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<p>1 A. Not necessarily.</p> <p>2 Q. What do you mean by not necessarily?</p> <p>3 A. MMA could have ran its own marketing campaign.</p> <p>4 Krause & Kinsman could have ran its own marketing</p> <p>5 campaign. And two different arrangements were entered</p> <p>6 into by the client.</p> <p>7 Q. And what's what I'm trying to figure out.</p> <p>8 That's what dual rep means as opposed to just a client</p> <p>9 who was represented by both law firms?</p> <p>10 A. It means that they have multiple arrangements</p> <p>11 entered into on behalf of representing them with their</p> <p>12 insurance company. Those multiple arrangements could be</p> <p>13 with the same firm or same law firms, just different</p> <p>14 arrangements.</p> <p>15 Q. Got it. So it's a client that had two</p> <p>16 agreements?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. Exhibit 46.</p> <p>19 (Exhibit 46 marked.)</p> <p>20 BY MS. VEITH:</p> <p>21 Q. This is -- this is a marketing services</p> <p>22 agreement, Bates number MMA-MB 1051.</p> <p>23 If you turn to Bates number MMA-MB 001057,</p> <p>24 is this your signature on this document?</p> <p>25 A. (Reading.) It appears to be an automated</p>	<p>1 agreement, did you review it before you signed it?</p> <p>2 A. I read this document.</p> <p>3 Q. Did you ask that any changes be made?</p> <p>4 A. No. I don't think the MSA -- let me go back.</p> <p>5 I think I read the MSA originally. I don't know if I</p> <p>6 read this one specifically as this post dated the</p> <p>7 others. But I assume it was the same as the ones</p> <p>8 before.</p> <p>9 Q. Exhibit 47.</p> <p>10 (Exhibit 47 marked.)</p> <p>11 BY MS. VEITH:</p> <p>12 Q. It's a document Bates labeled MMA-MB three 0s</p> <p>13 -- two 0s 1058. Do you see that?</p> <p>14 A. Yes.</p> <p>15 Q. And if you go to the last page, MMA-MB two 0s</p> <p>16 1064, it's titled "Authorization"; do you see that?</p> <p>17 A. I do see an authorization page.</p> <p>18 Q. And it is signed by you, Zach Mosley, on</p> <p>19 May 23rd, 2022?</p> <p>20 A. My name is there, yes.</p> <p>21 Q. As owner of McClenny Moseley and Associates?</p> <p>22 A. Yes.</p> <p>23 Q. And did you authorize your name being signed</p> <p>24 to this document?</p> <p>25 A. I believe so.</p>
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<p>1 signature.</p> <p>2 Q. Did you authorize that signature to be placed</p> <p>3 on this document?</p> <p>4 A. Probably.</p> <p>5 Q. And that was as owner of McClenny Moseley and</p> <p>6 Associates?</p> <p>7 A. That was the title that day, yes.</p> <p>8 Q. And the date that this signatory was imposed</p> <p>9 is May 2nd, 2022?</p> <p>10 A. That's what the document says.</p> <p>11 Q. Okay. And if you flip to the preceding page,</p> <p>12 Order Summary, you see that?</p> <p>13 A. Yeah, I'm in the order summary document.</p> <p>14 Q. There is a cell that says "Total Prescreened</p> <p>15 Clients"; do you see that?</p> <p>16 A. I do.</p> <p>17 Q. The cell next to it says 268; do you see that?</p> <p>18 A. I do.</p> <p>19 Q. Prescreened Client Cost, the cell next to that</p> <p>20 \$3,500; do you see that?</p> <p>21 A. Those are the words on to page.</p> <p>22 Q. And then total balance due is \$938,000; do you</p> <p>23 see that?</p> <p>24 A. I do.</p> <p>25 Q. All right. And this master services</p>	<p>1 Q. Okay. Preceding page, order summary cell says</p> <p>2 prescreened client -- total prescreened clients. And</p> <p>3 the cell next to it says 1,000, correct?</p> <p>4 A. That's what it says.</p> <p>5 Q. Next cell, prescreened client cost. And the</p> <p>6 cell next to that says 3,500, correct?</p> <p>7 A. Yes.</p> <p>8 Q. And then finally, total balance due is</p> <p>9 3.5 million, correct?</p> <p>10 A. Yes.</p> <p>11 Q. This is less than a month after that last MSA</p> <p>12 we looked at, correct?</p> <p>13 A. Maybe. I didn't check the date.</p> <p>14 Q. So this is May 23rd, 2022. And that last one</p> <p>15 was May 2nd, 2022. And you're free to look at it if you</p> <p>16 want to confirm.</p> <p>17 A. So it was one day.</p> <p>18 Q. No, I think it was three weeks. May 2nd.</p> <p>19 A. Okay.</p> <p>20 Q. And I just want to know why -- why were two</p> <p>21 MSAs so close in time required? If you recall.</p> <p>22 A. I think we were -- I don't know if they were</p> <p>23 required.</p> <p>24 Q. Well, why'd you sign two MSAs so close in</p> <p>25 time?</p>

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<p>1 A. Just practice of the business.</p> <p>2 Q. And what is that practice?</p> <p>3 A. Helping hurricane victims.</p> <p>4 Q. Sure. So previously, the last MSA we saw was</p> <p>5 from February. And then the one before that was from</p> <p>6 December. So those were spaced about two, three months</p> <p>7 apart prior to these two, right?</p> <p>8 A. If you say so.</p> <p>9 Q. And so I'm just curious as to why you did two</p> <p>10 within the same months?</p> <p>11 A. Don't know.</p> <p>12 Q. And you were paying them for their intake and</p> <p>13 marketing services twice that month?</p> <p>14 A. That's what it appears.</p> <p>15 Q. Exhibit 48.</p> <p>16 (Exhibit 48 marked.)</p> <p>17 BY MS. VEITH:</p> <p>18 Q. MMA-MB three 0s 787.</p> <p>19 A. (Reading.) Got it.</p> <p>20 Q. So the first e-mail, which is the last page,</p> <p>21 MMA-MB three 0s 790, it's from you on June 14th, 2022,</p> <p>22 correct?</p> <p>23 A. Yes.</p> <p>24 Q. And the subject is, "Just Use This Contract."</p> <p>25 No text in the e-mail, correct?</p>	<p>1 MS. GOOTT: I think he said form, but...</p> <p>2 A. I'm sorry. What was your question?</p> <p>3 BY MS. VEITH:</p> <p>4 Q. Okay. So we looked previously at the form or</p> <p>5 the document where the form that would one day become a</p> <p>6 contract.</p> <p>7 MS. GOOTT: Objection; assumes facts not</p> <p>8 in evidence.</p> <p>9 BY MS. VEITH:</p> <p>10 Q. Did you ever have any contracts with clients</p> <p>11 to pursue hurricane claims?</p> <p>12 A. Ever?</p> <p>13 Q. Yeah.</p> <p>14 A. Yes.</p> <p>15 Q. Okay. Thanks.</p> <p>16 So in any event, that document that we</p> <p>17 looked at, there was bold language that said client must</p> <p>18 obtain consent from attorney before filing suit,</p> <p>19 correct?</p> <p>20 A. Correct.</p> <p>21 Q. And in this e-mail, you're talking about</p> <p>22 making certain changes to that document, one of which is</p> <p>23 to remove that language, correct?</p> <p>24 A. Correct.</p> <p>25 Q. And this was in June of 2022? This e-mail?</p>
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<p>1 A. Correct.</p> <p>2 Q. And Mr. Radford, on June 16th, replies to you.</p> <p>3 And he's wanting to confirm what the</p> <p>4 changes were; is that fair to say?</p> <p>5 A. Yes.</p> <p>6 MS. GOOTT: Objection; calls for</p> <p>7 speculation of what he wants.</p> <p>8 BY MS. VEITH:</p> <p>9 Q. And so what Mr. -- the changes that</p> <p>10 Mr. Radford shows are the deletion of that language</p> <p>11 regarding Louisiana Revised Statute 221892?</p> <p>12 A. Yes.</p> <p>13 Q. And then you reply. And you say, "A little</p> <p>14 more taking out TWIA and taking out the need for the</p> <p>15 attorney to gain consent to file suit"; you see that?</p> <p>16 A. Yes.</p> <p>17 Q. So we had looked at that language earlier in</p> <p>18 one of the contracts where there was the bold attorney</p> <p>19 must get client authorization to file suit as of</p> <p>20 June 2022. You were revising the contract to take that</p> <p>21 language out, correct?</p> <p>22 MS. GOOTT: Objection; mischaracterizes.</p> <p>23 What you said that you're looking at before was a</p> <p>24 contract.</p> <p>25 MS. VEITH: The document.</p>	<p>1 A. Correct.</p> <p>2 (Exhibit 49 marked.)</p> <p>3 BY MS. VEITH:</p> <p>4 Q. So Exhibit 49 will be MMA-MB three 0s 339 as</p> <p>5 well as the native version of that document with its</p> <p>6 attachment. Okay. The subject of this e-mail is,</p> <p>7 "Updated Storm Retainers," correct?</p> <p>8 A. Yes.</p> <p>9 Q. And if we look at the first page of the</p> <p>10 document, on July 14th, Mr. Huye e-mailed to</p> <p>11 Mr. Vottiero an updated contract which specifically</p> <p>12 gives us the right to file suit without our client's</p> <p>13 authority; you see that?</p> <p>14 A. Yes.</p> <p>15 Q. And then Mr. Radford responds and says, "Hey,</p> <p>16 all. This is good to go. I'll get updated on Monday</p> <p>17 morning." Do you see that?</p> <p>18 A. (No response.)</p> <p>19 Q. And then the document that Mr. Radford</p> <p>20 attached is that same form, the property damage claims</p> <p>21 attorney employment contract form. And what it now says</p> <p>22 in Item 3 -- and it's in the text that's a little --</p> <p>23 slightly different-sized font than the rest of that</p> <p>24 paragraph. It says, "Attorneys are authorized to file</p> <p>25 suit if and when necessary"; do you see that?</p>

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<p>1 A. Yes.</p> <p>2 Q. So that was the change from the prior bolded</p> <p>3 language, right?</p> <p>4 A. Correct.</p> <p>5 Q. Okay. And now there's no longer any reference</p> <p>6 to TWIA arbitrations, right?</p> <p>7 A. Correct.</p> <p>8 Q. Okay. So what was Mr. Radford getting this</p> <p>9 form updated for?</p> <p>10 A. What do you mean?</p> <p>11 Q. He says, "I'll get -- this is good to go.</p> <p>12 I'll get updated on Monday morning."</p> <p>13 What was he updating it for?</p> <p>14 A. The scrubbing.</p> <p>15 Q. Okay. And that was scrubbing of forms that</p> <p>16 were provided to potential clients?</p> <p>17 A. They might have provided it to potential</p> <p>18 clients.</p> <p>19 Q. Okay. And then at -- so prior to this time in</p> <p>20 July when this contract was updated, earlier contracts</p> <p>21 required client consent to file suit, correct?</p> <p>22 MS. GOOTT: Objection; mischaracterizes</p> <p>23 testimony. Assumes facts not in evidence that these are</p> <p>24 contracts.</p> <p>25</p>	<p>1 So they had to opt in to give us the right to file suit.</p> <p>2 BY MS. VEITH:</p> <p>3 Q. So they would have to give some response to</p> <p>4 that letter?</p> <p>5 MS. GOOTT: Objection; calls for legal</p> <p>6 conclusion.</p> <p>7 (Exhibit 50 marked.)</p> <p>8 BY MS. VEITH:</p> <p>9 Q. Exhibit 50. This document had an attachment</p> <p>10 that was never produced, but I think we can get by</p> <p>11 without it. It's MMA-MB three 0s 343. And it's just an</p> <p>12 e-mail from you to Sean Kelly and Phil Vottiero</p> <p>13 entitled, "Zach Moseley Signature"; do you see that?</p> <p>14 A. Yes.</p> <p>15 Q. And you wrote, "Please get to team," right?</p> <p>16 THE REPORTER: Please get?</p> <p>17 MS. VEITH: To team.</p> <p>18 A. Yes.</p> <p>19 BY MS. VEITH:</p> <p>20 Q. Why were you sending out your signature to</p> <p>21 Velawcity?</p> <p>22 A. I have no idea.</p> <p>23 Q. Exhibit 51, MMA-MB three 0s 33.</p> <p>24 (Exhibit 51 marked.)</p> <p>25</p>
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<p>1 BY MS. VEITH:</p> <p>2 Q. Prior forms had that requirement, correct?</p> <p>3 A. I believe so.</p> <p>4 Q. Okay. At any time, did MMA or Velawcity ever</p> <p>5 send updated contracts to those clients who had signed</p> <p>6 the forms requiring explicit authorization to file suit?</p> <p>7 A. That might have happened.</p> <p>8 Q. Did you keep track in any way of which clients</p> <p>9 were required to authorize filing suit versus which had</p> <p>10 given you the authorization to file?</p> <p>11 MS. GOOTT: I'm going to object. This is</p> <p>12 beyond the scope of this deposition. It has nothing to</p> <p>13 do with Velawcity and acquiring clients.</p> <p>14 A. Every client that we had, received an</p> <p>15 independent letter giving us the authority to file suit.</p> <p>16 BY MS. VEITH:</p> <p>17 Q. They received the letter giving you the</p> <p>18 authority to file suit?</p> <p>19 A. It was an additional.</p> <p>20 Q. How did the letter that they received give you</p> <p>21 the authority to file suit?</p> <p>22 MS. GOOTT: Objection; calls for hearsay.</p> <p>23 Beyond the scope of this deposition.</p> <p>24 A. I forgot what it's called. But there's some</p> <p>25 -- I believe Louisiana refers to it as an opt-in letter.</p>	<p>1 BY MS. VEITH:</p> <p>2 Q. Okay. This is an August 11th, 2022 e-mail at</p> <p>3 the top from Phil Vottiero to William Huye. And you are</p> <p>4 one of the cc's, correct?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. And it's that same subject line,</p> <p>7 "Updated Storm Retainers," as the previous e-mail,</p> <p>8 correct?</p> <p>9 A. Correct.</p> <p>10 Q. And, in fact, if you look down the bottom of</p> <p>11 this first page, there's an e-mail from Mr. Huye that</p> <p>12 was part of the last e-mail chain where he's attaching</p> <p>13 the updated contract which specifically gives us the</p> <p>14 right to file suit without our client authority, right?</p> <p>15 A. Correct.</p> <p>16 Q. And that's in July. And then Mr. Huye's next</p> <p>17 e-mail is on August 11th, 2022, correct?</p> <p>18 A. Correct.</p> <p>19 Q. And he says, "Phil, can we get this new</p> <p>20 contract in use both by both Velawcity and Galindo</p> <p>21 ASAP"; do you see that?</p> <p>22 A. Correct.</p> <p>23 Q. 'Cause he says, "I just checked the two most</p> <p>24 recent files, and neither are using the updated contract</p> <p>25 form"; you see that?</p>

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<p style="text-align: right;">Page 169</p> <p>1 A. Correct.</p> <p>2 Q. And he lists two files. One is Smith and one</p> <p>3 is Vernado; you see that?</p> <p>4 A. Yes.</p> <p>5 Q. And he indicates them both as signed on</p> <p>6 8/5/2022, correct?</p> <p>7 A. Correct.</p> <p>8 Q. Exhibit 52.</p> <p>9 (Exhibit 52 marked.)</p> <p>10 BY MS. VEITH:</p> <p>11 Q. So Exhibit 52 is an e-mail as well as a</p> <p>12 LinkedIn post that is linked in the e-mail. The e-mail</p> <p>13 is Bates numbered MMA-MB four 0s 20.</p> <p>14 A. Okay.</p> <p>15 Q. On August 16th, in this document, you sent a</p> <p>16 link to a LinkedIn post at 1:16 p.m., correct?</p> <p>17 A. I believe that's correct.</p> <p>18 Q. And Mr. Wilhelmy -- Tighe at Velawcity replied</p> <p>19 on it; do you see that?</p> <p>20 A. Yep.</p> <p>21 Q. Do you know what Mr. Wilhelmy was on?</p> <p>22 A. Yes.</p> <p>23 Q. And what's that?</p> <p>24 A. He was trying to see -- to get validation if</p> <p>25 this was correct. But -- well, yeah.</p>	<p style="text-align: right;">Page 171</p> <p>1 A. We did not find any, no.</p> <p>2 Q. So this one Russian text message just happened</p> <p>3 to go to Mr. Modsen's wife. But otherwise, you never</p> <p>4 heard from any clients who were contacted by the</p> <p>5 Russians?</p> <p>6 MS. GOOTT: Objection to your sidebar --</p> <p>7 or assumes facts not in evidence.</p> <p>8 A. No, we never found the client that complained</p> <p>9 about it or not. Again, you had to opt in to receive a</p> <p>10 text. So you have to put your information in to receive</p> <p>11 a text. So it didn't even meet the definition of direct</p> <p>12 solicitation because he was asking for a text message.</p> <p>13 Mr. Modsen, in the Fernadovich (phonetic)</p> <p>14 case, raised the issue that his main concerns that</p> <p>15 landing page was a white label. So it didn't have</p> <p>16 McClenny Moseley and Associates' name on the label. And</p> <p>17 that was the ethical violation. Not, in fact, the fact</p> <p>18 that he received a text message 'cause he opted in for</p> <p>19 the text message.</p> <p>20 BY MS. VEITH:</p> <p>21 Q. But that landing page, that was created by the</p> <p>22 Russians; is that what you're saying?</p> <p>23 A. Yes.</p> <p>24 Q. So it's not even an issue 'cause you or</p> <p>25 Velawcity didn't create it.</p>
<p style="text-align: right;">Page 170</p> <p>1 Q. Okay. And if you look to the LinkedIn post --</p> <p>2 I'm not interested in all of Mr. Modsen's</p> <p>3 editorializing. But there is a photograph of a text</p> <p>4 message on the second page; do you see that?</p> <p>5 A. Yes.</p> <p>6 Q. Is that a text message that Velawcity sent</p> <p>7 out?</p> <p>8 A. No.</p> <p>9 Q. Did you ever figure out what there was?</p> <p>10 A. Yes.</p> <p>11 Q. What was that?</p> <p>12 A. It was a Russian texter. He created MMA</p> <p>13 landing pages. Mr. Modsen opted in to receive a text</p> <p>14 message from this rogue MMA landing page. And once you</p> <p>15 opt in to receive a contract from this rogue landing</p> <p>16 page, it would also text you 'cause you had to put your</p> <p>17 information in first.</p> <p>18 And then as I'm sure you're aware,</p> <p>19 Mr. Modsen ran to the federal benches and claimed that</p> <p>20 we were directly soliciting him.</p> <p>21 Q. Did you -- forgetting Mr. Modsen, if this</p> <p>22 Russian website was soliciting text messages in this</p> <p>23 way, did you ever have clients who came to you believing</p> <p>24 that they were represented by you because of this text</p> <p>25 message that they received?</p>	<p style="text-align: right;">Page 172</p> <p>1 Is that what your testimony is?</p> <p>2 A. Yeah, it wasn't, as we responded in the bar</p> <p>3 complaint that Mr. Modsen also filed against us. The</p> <p>4 Louisiana did their investigation. Found it wasn't our</p> <p>5 web page. We derived no clients from it. It wasn't an</p> <p>6 issue with us.</p> <p>7 Q. Exhibit 52 --</p> <p>8 THE REPORTER: Exhibit 53.</p> <p>9 (Discussion off the record.)</p> <p>10 (Exhibit 53 marked.)</p> <p>11 BY MS. VEITH:</p> <p>12 Q. Exhibit 53 is MMA-MB three 0s 269, as well as</p> <p>13 the native and its attachment. However, I seem to only</p> <p>14 have one copy of the native and its attachment. So that</p> <p>15 will just go with you.</p> <p>16 MS. VEITH: Here's the Bates one, Miriam.</p> <p>17 I just don't have the attachment, sorry.</p> <p>18 BY MS. VEITH:</p> <p>19 Q. Okay. So go to the last e-mail, which is from</p> <p>20 Mr. Huye on October 27th, 2022.</p> <p>21 A. Sorry. Say that one more time?</p> <p>22 Q. Last e-mail. It's on page 296 or MMA-MB three</p> <p>23 0s 271. It's from Mr. Huye on October 27th, 2022. You</p> <p>24 see that?</p> <p>25 A. Yes.</p>

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<p>1 Q. And Mr. Huye writes, "Velawcity, we discovered</p> <p>2 the following three contracts that don't have signatures</p> <p>3 on the copies' NSA." You see that?</p> <p>4 A. Yes.</p> <p>5 Q. He lists three clients, correct?</p> <p>6 A. Yes.</p> <p>7 Q. And he asks Velawcity to please re-push these</p> <p>8 contracts with the fully-signed retainers, correct?</p> <p>9 A. Correct.</p> <p>10 Q. And Mr. Huye then responds to himself, it</p> <p>11 seems. And he asks some -- Carlos at Velawcity to</p> <p>12 please provide him with the digital pdf-- "-- the pdf</p> <p>13 digital packet or Phil asked me to tell you guys these</p> <p>14 could be Legal Wings scanning ones. And if so, we need</p> <p>15 to have Legal Wings provided for the following three</p> <p>16 matters"; do you see that?</p> <p>17 A. Yes.</p> <p>18 Q. So MMA is missing three signed contracts,</p> <p>19 correct?</p> <p>20 A. We do not have copies of three engagement</p> <p>21 letters in our system.</p> <p>22 Q. And it's looking to Velawcity or Legal Wings</p> <p>23 to provide those signatures, correct?</p> <p>24 A. Not to provide the signatures. We're looking</p> <p>25 to see that they gathered the information. And during</p>	<p>1 A. Yes, ma'am.</p> <p>2 Q. And if you flip to the page Bates labeled</p> <p>3 MMA-MB two 0s 1074, there's an order summary, correct?</p> <p>4 A. The last document in this bundle says order</p> <p>5 summary.</p> <p>6 Q. Okay. And it says total prescreened clients,</p> <p>7 220, correct?</p> <p>8 A. Those words appear on this page.</p> <p>9 Q. And it says base rate client cost, 3500,</p> <p>10 correct?</p> <p>11 A. Yeah, those words are on this order summary.</p> <p>12 Q. And then total balance due is \$770,000,</p> <p>13 correct?</p> <p>14 A. It looks like it.</p> <p>15 Q. And now there's criteria added as well, right?</p> <p>16 A. There is a criteria section on this page.</p> <p>17 Q. And criteria number one is, "Claimant has</p> <p>18 property damage due to Hurricane Ida"?</p> <p>19 A. Yes. That's what that document says.</p> <p>20 Q. Criteria number two is, "Claimant has</p> <p>21 property/home insurance"?</p> <p>22 A. Yes.</p> <p>23 Q. Number three, "Claimant's residence/damaged</p> <p>24 home is in LA." I'm assuming that means Louisiana?</p> <p>25 MS. GOOTT: I'm going to object to vague.</p>
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<p>1 the course of the data being pushed through through the</p> <p>2 API, was it not transferred correctly. And so do they</p> <p>3 happen to have a of copy of the specific form.</p> <p>4 Q. Okay. And then ultimately, in this particular</p> <p>5 part of the chain, Mr. Zepeda responds with the retainer</p> <p>6 for Mary Delanay, correct?</p> <p>7 A. He responds with a filled-out form from</p> <p>8 Delanay. So if that's how you pronounce it.</p> <p>9 Q. Yes. And that document is signed by her,</p> <p>10 correct?</p> <p>11 A. I believe that is a filled-out form, yes.</p> <p>12 Appears to have a coffee or something on it. Not you,</p> <p>13 but...</p> <p>14 Q. Scanned.</p> <p>15 A. Delanay's coffee, maybe.</p> <p>16 Q. Okay. Exhibit 54.</p> <p>17 (Exhibit 54 marked.)</p> <p>18 BY MS. VEITH:</p> <p>19 Q. MMA-MB two 0s 1066.</p> <p>20 MR. PROBUS: 1050 what?</p> <p>21 MS. VEITH: 1066.</p> <p>22 A. (Reading.)</p> <p>23 BY MS. VEITH:</p> <p>24 Q. Okay. This is another marketing services</p> <p>25 agreement, correct?</p>	<p>1 You're just reading it. Are you asking him if that's</p> <p>2 what this document says?</p> <p>3 MS. VEITH: Yeah.</p> <p>4 MS. GOOTT: Okay. If you could just</p> <p>5 clarify that.</p> <p>6 MS. VEITH: I said -- before each number,</p> <p>7 I say "criteria number one is."</p> <p>8 MS. GOOTT: Right. But you don't say --</p> <p>9 it's vague because it could be that you're asking him to</p> <p>10 agree or if you're asking him that this is what it says</p> <p>11 on this piece of paper.</p> <p>12 MS. VEITH: Thanks, Miriam.</p> <p>13 MS. GOOTT: You're welcome. Just wanted</p> <p>14 to be clear.</p> <p>15 BY MS. VEITH:</p> <p>16 Q. Number three, "Client -- Claimant's residence</p> <p>17 home/damaged home is in LA," correct?</p> <p>18 MS. GOOTT: I'm going to object to the</p> <p>19 form of the question as just being correct. You're</p> <p>20 asking it's correct that this is an agreement? Or this</p> <p>21 is what it says? Or whatever it is that you mean. It's</p> <p>22 just unclear.</p> <p>23 A. Number three on this document says that.</p> <p>24 BY MS. VEITH:</p> <p>25 Q. Okay. And then No. 4 says, "Claimant does not</p>

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<p>1 currently have legal representation for this legal</p> <p>2 matter," correct?</p> <p>3 A. That is what the document says.</p> <p>4 Q. Exhibit 55.</p> <p>5 (Exhibit 55 marked.)</p> <p>6 BY MS. VEITH:</p> <p>7 Q. This is a document Bates numbered MMA-MB three</p> <p>8 0s 324.</p> <p>9 A. (Reading.) Yes.</p> <p>10 Q. Okay. The subject line for this is</p> <p>11 "Laura/Delta Claims," correct?</p> <p>12 A. Yes.</p> <p>13 Q. And if you look at the last e-mail, this is</p> <p>14 actually from Ms. Westbrook with Galindo.</p> <p>15 She writes, "Hey, Zach, we confirmed two</p> <p>16 weeks ago that MMA will continue to accept Laura/Delta</p> <p>17 claims, but with a waiver. Will you please send the</p> <p>18 waivers so that Decibel can incorporate in the signup</p> <p>19 packets"; do you see that?</p> <p>20 A. Yes.</p> <p>21 Q. What's Decibel?</p> <p>22 A. I think that's their internal marketing team.</p> <p>23 Q. Okay. And this is forwarded by Mr. Radford to</p> <p>24 Mr. Vottiero and Mr. Kelly at Velawcity; do you see</p> <p>25 that?</p>	<p>1 then sent to MMA?</p> <p>2 A. Correct.</p> <p>3 Q. So did you take on Laura and Delta claims past</p> <p>4 the statute of limitation for those claims?</p> <p>5 A. In Louisiana, they call it the prescriptive</p> <p>6 period. And it's two years after the date of loss is</p> <p>7 what most lawyers thought. We had a very aggressive</p> <p>8 strategy that we didn't think it was limited to the two</p> <p>9 years. So we were actively taking clients past the</p> <p>10 two-year anniversary of the storm.</p> <p>11 Q. And were you letting them know that that</p> <p>12 prescriptive period was two years from the date of loss?</p> <p>13 MS. GOOTT: I object. Asking you for</p> <p>14 communications that you had with your clients. And I'm</p> <p>15 going to instruct you not to answer.</p> <p>16 MS. VEITH: If they weren't your clients</p> <p>17 yet, it's not a communication with the client.</p> <p>18 MS. GOOTT: Well, then why did you ask if</p> <p>19 you told your clients?</p> <p>20 MS. VEITH: I said "them."</p> <p>21 MS. GOOTT: And who were you referring</p> <p>22 to?</p> <p>23 MS. VEITH: The potential clients, which</p> <p>24 is who we've been referring to all day.</p> <p>25 MS. GOOTT: All right. So ask that</p>
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<p>1 A. Yes.</p> <p>2 Q. And then Mr. Vottiero at the bottom of the</p> <p>3 first page, reaches out to Mr. Huye, Mr. Krause and</p> <p>4 yourself and asks for some clarity, correct?</p> <p>5 A. Yes.</p> <p>6 Q. And you respond, "We were discussing to add</p> <p>7 language to the contract and/or an additional waiver</p> <p>8 that included languages as if law firm discovers that</p> <p>9 you have missed your SOL to file suit, law firm is not</p> <p>10 responsible"; do you see that?</p> <p>11 A. (No response.)</p> <p>12 Q. Do you ever actually end up adding waivers</p> <p>13 like that to contracts?</p> <p>14 A. I believe so.</p> <p>15 Q. And this is an e-mail chain from September 6</p> <p>16 of 2022, which is shortly before the prescriptive period</p> <p>17 for Laura and Delta claims, right?</p> <p>18 A. Yes. And I'd like to change my answer. I</p> <p>19 believe Galindo engaged clients and then sent the</p> <p>20 clients to us. But we asked him to include that</p> <p>21 language in his retainer.</p> <p>22 THE REPORTER: Include that language?</p> <p>23 THE WITNESS: In his retainer.</p> <p>24 BY MS. VEITH:</p> <p>25 Q. So the clients were retained by Galindo, but</p>	<p>1 question again so I can hear it?</p> <p>2 BY MS. VEITH:</p> <p>3 Q. Did you tell the potential clients that the</p> <p>4 prescriptive period was two years from the date of loss?</p> <p>5 MS. GOOTT: If they're potential clients,</p> <p>6 then I also instruct him not to answer.</p> <p>7 A. As I previously told you, we did not engage</p> <p>8 these clients. The Galindo Law Firm was engaging them.</p> <p>9 BY MS. VEITH:</p> <p>10 Q. But then you represented them 'cause Galindo</p> <p>11 sent them to you; is that right?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. Exhibit No. 56.</p> <p>14 (Exhibit 56 marked.)</p> <p>15 BY MS. VEITH:</p> <p>16 Q. Is MMA-MB three 0s 289 along with the native</p> <p>17 attachments to that e-mail. Can you hand me your</p> <p>18 exhibits back? I may have given you two of the same</p> <p>19 attachments. Make sure it's correct.</p> <p>20 A. (Complies.)</p> <p>21 MS. VEITH: Natalie, can I have back what</p> <p>22 I handed you?</p> <p>23 MS. GALERNE: (Complies.)</p> <p>24 BY MS. VEITH:</p> <p>25 Q. Here you go.</p>

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<p style="text-align: right;">Page 181</p> <p>1 A. (Reading.) Sorry. I have to do this again.</p> <p>2 I'm blaming Matt 'cause he printed out these attachments</p> <p>3 for me, and they're all wrong. So I want to give you</p> <p>4 the right documents.</p> <p>5 (A brief discussion was held off record.)</p> <p>6 BY MS. VEITH:</p> <p>7 Q. Okay. This contains the actual native e-mail</p> <p>8 plus attachments as a part of the Exhibit 56. Okay.</p> <p>9 A. (Reading.)</p> <p>10 Q. So this is an e-mail from Phil Vottiero to you</p> <p>11 on January 31st, 2023, correct?</p> <p>12 A. This has nothing to do with -- well, is this</p> <p>13 the same e-mail chain?</p> <p>14 Q. Uh-huh. It should be.</p> <p>15 A. This is a -- well...</p> <p>16 Q. I understand hurricane Ian is not related,</p> <p>17 right?</p> <p>18 A. No, it's not that. This is a -- I know it</p> <p>19 says new campaign for MMA, but this isn't our campaign.</p> <p>20 This wasn't a contract I think for MMA.</p> <p>21 Q. What was it then? Just so I understand.</p> <p>22 A. Looks like it was a campaign for Aspey Watkins</p> <p>23 & Diesel.</p> <p>24 Q. Okay. And you get that from this first</p> <p>25 e-mail?</p>	<p style="text-align: right;">Page 183</p> <p>1 MS. GOOTT: Objection; foundation.</p> <p>2 A. I don't know if any clients derived from this</p> <p>3 campaign or not.</p> <p>4 BY MS. VEITH:</p> <p>5 Q. But the plan was for you to be the prosecuting</p> <p>6 firm representing these clients, right?</p> <p>7 MS. GOOTT: Objection; calls for</p> <p>8 speculation. Foundation of who these clients were.</p> <p>9 A. I mean, we accepted clients from everywhere.</p> <p>10 I think we even accepted some claims from Morris Bart.</p> <p>11 BY MS. VEITH:</p> <p>12 Q. But you had nothing to do with intake?</p> <p>13 A. Not of this campaign. No, ma'am.</p> <p>14 Q. Okay. So the attachments then, if you'll just</p> <p>15 take a look. Because two of the sample agreements are</p> <p>16 agreements with -- where in the form it states that the</p> <p>17 client hires McClenny Moseley and Associates?</p> <p>18 A. Correct.</p> <p>19 Q. So the campaign would have been done for Aspey</p> <p>20 Watkins & Diesel. But they would have, through that</p> <p>21 campaign, received a form that if filled out would have</p> <p>22 hired McClenny Moseley & Associates as counsel?</p> <p>23 MS. GOOTT: Objection; foundation. Calls</p> <p>24 for speculation.</p> <p>25 A. As the prosecuting firm.</p>
<p style="text-align: right;">Page 182</p> <p>1 A. Bates number 290?</p> <p>2 Q. Correct.</p> <p>3 A. Yeah.</p> <p>4 Q. So it says, "there will be a new campaign that</p> <p>5 will be delivering to MMA." But it wasn't for you?</p> <p>6 A. It wasn't MMA's campaign. Someone else ran a</p> <p>7 campaign, and we were the handling firm.</p> <p>8 Q. Explain to me what that means.</p> <p>9 A. So some firms advertise and scrub, and then</p> <p>10 some firms prosecute. In this instance, we were a</p> <p>11 prosecuting firm. We didn't do the in-- we weren't</p> <p>12 responsible for intake or scrubbing.</p> <p>13 Q. Okay. So Velawcity was doing intake for Aspey</p> <p>14 Watkins & Diesel; do I understand that correctly?</p> <p>15 MS. GOOTT: Objection; assumes facts not</p> <p>16 in evidence. Foundation. Calls for speculation.</p> <p>17 A. Maybe. I just know that we were not involved</p> <p>18 in the intake of these clients.</p> <p>19 BY MS. VEITH:</p> <p>20 Q. But they were clients that you ultimately</p> <p>21 represented?</p> <p>22 A. Possibly --</p> <p>23 MS. GOOTT: Hold on. Your question was</p> <p>24 "But these were clients that you represented"?</p> <p>25 MS. VEITH: Ultimately represented, yes.</p>	<p style="text-align: right;">Page 184</p> <p>1 BY MS. VEITH:</p> <p>2 Q. Understood. But I'm just -- yes or no? So</p> <p>3 it's yes. They -- through the campaign for Aspey</p> <p>4 Watkins & Diesel, this form that they were sent,</p> <p>5 contemplated the client hiring McClenny Moseley and</p> <p>6 Associates --</p> <p>7 MS. GOOTT: Objection --</p> <p>8 BY MS. VEITH:</p> <p>9 Q. -- correct?</p> <p>10 MS. GOOTT: Objection; assumes facts not</p> <p>11 in evidence. And you're referring to this as a sample</p> <p>12 agreement across it?</p> <p>13 MS. VEITH: Yes.</p> <p>14 MS. GOOTT: Okay.</p> <p>15 A. According to this, they hired three firms</p> <p>16 simultaneously, one of which being McClenny Moseley and</p> <p>17 Associates as a prosecuting firm. But they're not</p> <p>18 contracting with us. It still has to be scrubbed. We</p> <p>19 have to view the file, see if we want to even represent</p> <p>20 this client.</p> <p>21 MMA doesn't represent anyone until we've</p> <p>22 accepted the fact that we want to and that the client</p> <p>23 wants to. Like, there's -- you know. It takes two</p> <p>24 parties to enter into a contract.</p> <p>25</p>

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<p style="text-align: right;">Page 185</p> <p>1 BY MS. VEITH:</p> <p>2 Q. You made that point very clear.</p> <p>3 The question that I have is that the</p> <p>4 document that the clients would have been -- potential,</p> <p>5 possible client would have been sent -- and if you'll</p> <p>6 just look at the attachment. I mean, I can read it to</p> <p>7 you. It says, "The undersigned client hires McClenney</p> <p>8 Moseley and Associates PLLC and co-counsel."</p> <p>9 Do you see that?</p> <p>10 A. Yeah, I didn't have anything to do with the</p> <p>11 creation of this campaign. So they might have sent this</p> <p>12 document out. I don't know.</p> <p>13 Q. You didn't have anything to do with the</p> <p>14 creation of the campaign even though Mr. Vottiero said</p> <p>15 you would be signing for it?</p> <p>16 MS. GOOTT: Objection; asked and</p> <p>17 answered.</p> <p>18 A. I did not create the campaign, no.</p> <p>19 BY MS. VEITH:</p> <p>20 Q. Did you sign for the campaign?</p> <p>21 A. I don't know what you mean by sign for the</p> <p>22 campaign.</p> <p>23 Q. Mr. Vottiero, "Zach will be signing for it."</p> <p>24 Did you sign for the campaign as</p> <p>25 Mr. Vottiero indicated?</p>	<p style="text-align: right;">Page 187</p> <p>1 BY MS. VEITH:</p> <p>2 Q. You know something about the campaign because</p> <p>3 you're telling me -- you told me that --</p> <p>4 MS. GOOTT: Object to the sidebar. Don't</p> <p>5 argue with him. Just ask him the question again.</p> <p>6 BY MS. VEITH:</p> <p>7 Q. You did testify earlier that this was a</p> <p>8 campaign where Aspey & Watkins would get clients and</p> <p>9 give them to MMA as prosecuting attorney, correct?</p> <p>10 A. No.</p> <p>11 MS. GOOTT: Objection; mischaracterizes</p> <p>12 his testimony.</p> <p>13 BY MS. VEITH:</p> <p>14 Q. So what was to happen with that -- clients</p> <p>15 that Aspey & Watkins engaged?</p> <p>16 MS. GOOTT: Objection; foundation. Calls</p> <p>17 for speculation. Assumes facts not in evidence.</p> <p>18 A. I believe -- but I haven't prepped because</p> <p>19 this is outside the scope of the deposition notice --</p> <p>20 that this is a campaign by AKW to market and scrub</p> <p>21 clients.</p> <p>22 BY MS. VEITH:</p> <p>23 Q. And then those scrubbed clients, MMA would be</p> <p>24 the prosecuting attorney for, correct?</p> <p>25 A. They could be.</p>
<p style="text-align: right;">Page 186</p> <p>1 A. I don't know what that means, is what I'm</p> <p>2 getting at. I don't know the context.</p> <p>3 Q. Did you --</p> <p>4 A. This wasn't an MMA campaign. So I did not</p> <p>5 prep for this 'cause it's outside the scope of this</p> <p>6 deposition notice. So I can't answer this question.</p> <p>7 I'm not prepared to.</p> <p>8 Q. Well, this is about clients Velawcity procured</p> <p>9 for MMA.</p> <p>10 A. It's not true.</p> <p>11 Q. The potential clients would not have become</p> <p>12 clients of MMA?</p> <p>13 MS. GOOTT: Hold on. I'm going to</p> <p>14 object. You don't need to argue with him. He's told</p> <p>15 you multiple times that he doesn't know about this</p> <p>16 campaign.</p> <p>17 BY MS. VEITH:</p> <p>18 Q. The potential clients, they would not have</p> <p>19 become clients of MMA; is that what you're telling me?</p> <p>20 MS. GOOTT: Objection. What client?</p> <p>21 MS. VEITH: Who would have been derived</p> <p>22 from this campaign.</p> <p>23 MS. GOOTT: He just told you he doesn't</p> <p>24 know about this campaign. Ask him a fifth time.</p> <p>25 MS. VEITH: Okay.</p>	<p style="text-align: right;">Page 188</p> <p>1 Q. And so those would be clients of MMA, correct?</p> <p>2 MS. GOOTT: Objection; calls for</p> <p>3 speculation.</p> <p>4 A. If a potential client and MMA want to engage</p> <p>5 in a relationship, then that could result in an</p> <p>6 attorney/client relationship.</p> <p>7 BY MS. VEITH:</p> <p>8 Q. Yes. So in the case where MMA agreed to</p> <p>9 become the prosecuting attorney for a client, that --</p> <p>10 for a potential client, that potential client would then</p> <p>11 become a client of MMA upon MMA's agreement, correct?</p> <p>12 MS. GOOTT: Objection; calls for</p> <p>13 speculation. Or it's a hypothetical. I don't quite</p> <p>14 understand.</p> <p>15 A. What client are you talking about?</p> <p>16 THE REPORTER: I didn't yet your answer</p> <p>17 at all.</p> <p>18 THE WITNESS: What client are you talking</p> <p>19 about?</p> <p>20 BY MS. VEITH:</p> <p>21 Q. The prescreened clients who were scrubbed by</p> <p>22 Aspey & Watkins that you have been referring to.</p> <p>23 MS. GOOTT: Objection; assumes facts not</p> <p>24 in evidence.</p> <p>25 A. I don't know if they ever sent us any client</p>

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<p>1 to -- or potential client to scrub.</p> <p>2 BY MS. VEITH:</p> <p>3 Q. Who would know the answer to that?</p> <p>4 A. If you send me a depo request, I could get you</p> <p>5 the information.</p> <p>6 Q. So again, the deposition notice asks about</p> <p>7 clients who were procured for MMA by Velawcity. If</p> <p>8 these clients eventually became your client, it is my</p> <p>9 position that those were clients procured by Velawcity</p> <p>10 who was the author of this e-mail for MMA. So this is</p> <p>11 within the scope of the notice. So I am asking you</p> <p>12 again --</p> <p>13 MS. GOOTT: I'm going to object to the</p> <p>14 sidebar --</p> <p>15 BY MS. VEITH:</p> <p>16 Q. -- who would know --</p> <p>17 MS. GOOTT: -- I'm going to the argue--</p> <p>18 BY MS. VEITH:</p> <p>19 Q. -- the answer to the question --</p> <p>20 MS. GOOTT: I'm going to object --</p> <p>21 MR. PROBUS: Let her finish her question.</p> <p>22 MS. GOOTT: -- no, I'm going to object --</p> <p>23 hold on. She can respond for herself. She doesn't need</p> <p>24 you -- she doesn't need you to answer for her --</p> <p>25 MR. PROBUS: What she needs is you to</p>	<p>1 MR. PATTERSON: You're not even here as a</p> <p>2 lawyer, Matt. Quiet.</p> <p>3 MS. GOOTT: No. Listen --</p> <p>4 MR. PATTERSON: Good Lord.</p> <p>5 MS. GOOTT: -- you don't need to give him</p> <p>6 a whole explanation about what you think. Ask him the</p> <p>7 question. Your opinion of what is in the topics isn't</p> <p>8 relevant. Ask him the question. And if he knows it,</p> <p>9 he'll answer it.</p> <p>10 MS. VEITH: If my opinion of the topics</p> <p>11 is not relevant --</p> <p>12 MS. GOOTT: Correct.</p> <p>13 MS. VEITH: -- then neither is his and</p> <p>14 neither is yours.</p> <p>15 MS. GOOTT: Yeah, mine is because I'm</p> <p>16 making objections. Your statement of what you believe,</p> <p>17 isn't important to share with him. If you want to have</p> <p>18 a discussion with me about the notice, we can do that.</p> <p>19 But you talking to the witness and explaining to him</p> <p>20 your position, isn't appropriate.</p> <p>21 Your job is to ask questions, and his job</p> <p>22 is to answer them. You and I can have those discussions</p> <p>23 or matt can speak for you. But I think you and I are</p> <p>24 capable.</p> <p>25 MS. VEITH: Miriam, while I deeply</p>
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<p>1 stop talking on top of her --</p> <p>2 MS. GOOTT: No, you're talking over me,</p> <p>3 and -- and --</p> <p>4 MR. PROBUS: Yeah, because you're talking</p> <p>5 over her. So somebody's got to stop you.</p> <p>6 MS. GOOTT: Well, she -- oh, really?</p> <p>7 MR. PROBUS: Yeah.</p> <p>8 MS. GOOTT: And she can't do that</p> <p>9 herself? Because we've been going all day, and you were</p> <p>10 sleeping about 60 seconds ago.</p> <p>11 MR. PROBUS: I wasn't sleeping at all.</p> <p>12 My --</p> <p>13 MS. GOOTT: Your eyes were closed --</p> <p>14 MR. PROBUS: Yeah, my eyes were closed</p> <p>15 'cause I was listening to every word --</p> <p>16 MS. GOOTT: Yes. And you're sleeping.</p> <p>17 And now --</p> <p>18 MR. PROBUS: So now you want to control</p> <p>19 the (inaudible) --</p> <p>20 MS. GOOTT: No --</p> <p>21 MR. PATTERSON: Stop Matt. Stop Matt --</p> <p>22 MR. PROBUS: -- and stop her from asking</p> <p>23 the question.</p> <p>24 MR. PATTERSON: -- Matt, stop --</p> <p>25 MR. PROBUS: Let her finish her question.</p>	<p>1 appreciate the CLE, I'm going to ask you to stop making</p> <p>2 speaking objections.</p> <p>3 MS. GOOTT: I'm not -- I'm not doing a</p> <p>4 CLE. You're too smart. I don't need to --</p> <p>5 MS. VEITH: Ms. Goott, stop making --</p> <p>6 MS. GOOTT: No, no --</p> <p>7 MS. VEITH: -- speaking objections.</p> <p>8 BY MS. VEITH:</p> <p>9 Q. Mr. Moseley --</p> <p>10 MS. GOOTT: I'm going to tell you,</p> <p>11 Ms. Veith, that I'm simply asking you not to give him</p> <p>12 lectures and your opinions. Just ask him questions, and</p> <p>13 he will answer. Go ahead.</p> <p>14 MS. VEITH: Your request is noted.</p> <p>15 BY MS. VEITH:</p> <p>16 Q. Mr. Moseley --</p> <p>17 MS. GOOTT: Thank you. That's all I ask.</p> <p>18 BY MS. VEITH:</p> <p>19 Q. -- if a client was procured by Velawcity for</p> <p>20 Aspey Watkins & Diesel and then became a client of MMA's</p> <p>21 as prosecuting attorney, you've testified you don't know</p> <p>22 if that ever happened. Who would know that?</p> <p>23 MS. GOOTT: Objection; calls for</p> <p>24 speculation. Foundation.</p> <p>25 A. It's my understanding that Velawcity never</p>

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<p>1 procured clients for Aspey Watkins. So I don't think</p> <p>2 that is a hypothetical that could exist.</p> <p>3 BY MS. VEITH:</p> <p>4 Q. So the simple answer is that there were no</p> <p>5 clients who MMA came to represent who were procured</p> <p>6 through the campaign discussed in this e-mail; is that</p> <p>7 correct?</p> <p>8 A. Velawcity did not procure clients for law</p> <p>9 firms.</p> <p>10 Q. Were there any clients for whom Velawcity</p> <p>11 performed -- potential clients, for whom Velawcity</p> <p>12 performed intake for Aspey Watkins & Diesel who became--</p> <p>13 let me rephrase.</p> <p>14 If Velawcity had performed intake</p> <p>15 prescrubbing services for potential clients of Aspey</p> <p>16 Watkins & Diesel, who at MMA would know if those</p> <p>17 potential clients ever became actual clients of MMA?</p> <p>18 MS. GOOTT: Objection; calls for</p> <p>19 speculation.</p> <p>20 A. Velawcity didn't work for clients. They</p> <p>21 didn't do work for clients.</p> <p>22 BY MS. VEITH:</p> <p>23 Q. And I didn't say that they did. My question</p> <p>24 was --</p> <p>25 A. Yes, you did. We can read it back --</p>	<p>1 A. No.</p> <p>2 THE WITNESS: Just so the record's clear</p> <p>3 --</p> <p>4 MS. VEITH: There's no question pending,</p> <p>5 Mr. Moseley.</p> <p>6 THE WITNESS: Okay. Well...</p> <p>7 MS. GOOTT: You need to clarify</p> <p>8 something?</p> <p>9 THE WITNESS: Yeah. No, that's not what</p> <p>10 I'm telling you. Not "no" to your question. You asked</p> <p>11 two questions. I answered no to your second question.</p> <p>12 BY MS. VEITH:</p> <p>13 Q. What would you like to clarify for me,</p> <p>14 Mr. Moseley?</p> <p>15 A. I don't need to clarify anything for you.</p> <p>16 MS. VEITH: All right. Then I'll move to</p> <p>17 strike all of that commentary by Mr. Moseley as</p> <p>18 nonresponsive to a question.</p> <p>19 (Exhibit 57 marked.)</p> <p>20 BY MS. VEITH:</p> <p>21 Q. All right. Exhibit 57 is a compilation of</p> <p>22 various documents, the first one being MMA-MB two 0s</p> <p>23 1075.</p> <p>24 A. (Reading.) Okay.</p> <p>25 Q. These are all documents that were produced by</p>
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<p>1 Q. -- if Velawcity performed --</p> <p>2 A. -- That's exactly what your question was. You</p> <p>3 said, if a client -- or if Velawcity did intake for a</p> <p>4 client, they didn't do any work for a client. Velawcity</p> <p>5 didn't work for clients.</p> <p>6 MS. GOOTT: Both of you don't need to</p> <p>7 argue with each other.</p> <p>8 MS. VEITH: All right.</p> <p>9 MS. GOOTT: Zach, just listen to her</p> <p>10 question.</p> <p>11 THE WITNESS: Okay.</p> <p>12 MS. GOOTT: And I will object when she's</p> <p>13 arguing with you. You don't need to argue back. Just</p> <p>14 if you don't know, don't know. If you do know, answer.</p> <p>15 BY MS. VEITH:</p> <p>16 Q. If Velawcity performed prescreening intake of</p> <p>17 a potential client for Aspey Watkins & Diesel, who at</p> <p>18 MMA would know if any of those potential clients became</p> <p>19 actual clients of MMA?</p> <p>20 MS. GOOTT: Objection; calls for</p> <p>21 speculation. Foundation.</p> <p>22 A. No one.</p> <p>23 BY MS. VEITH:</p> <p>24 Q. There's no way to tell within MMA's Smart</p> <p>25 Advocate system? Is that what you're telling me?</p>	<p>1 MMA, correct? They have MMA-MB Bates numbers on the</p> <p>2 bottom?</p> <p>3 A. Yes.</p> <p>4 Q. And are these advertisements that Velawcity</p> <p>5 prepared and sent out for MMA?</p> <p>6 A. No.</p> <p>7 Q. What are they?</p> <p>8 A. They're advertisements.</p> <p>9 Q. So who prepared them if not Velawcity?</p> <p>10 A. Counsel.</p> <p>11 Q. Counsel as in your ethics counsel, Ms. Rubion?</p> <p>12 Or lawyers within MMA?</p> <p>13 A. Ethics counsel. Ms. Rubion.</p> <p>14 Q. Okay. So Velawcity didn't prepare them.</p> <p>15 Did Velawcity send them out?</p> <p>16 A. Maybe.</p> <p>17 Q. What marketing was Velawcity doing if it</p> <p>18 wasn't sending these out?</p> <p>19 A. What do you mean?</p> <p>20 Q. Well, so you've told me that they may have</p> <p>21 sent them out, but they didn't prepare them.</p> <p>22 But you testified earlier today that one</p> <p>23 of the things that Velawcity was paid for by you was</p> <p>24 marketing, correct?</p> <p>25 A. Correct.</p>

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1 **Q. So I'm curious, if they weren't preparing**
2 **advertisements, what kind of markets were they doing?**

3 MS. GOOTT: Objection; that
4 mischaracterizes his testimony. You asked if this one.

5 A. Yeah, they distributed marketing. They
6 assisted counsel in creating it. They chose the
7 channels. Negotiated the rates for the channels.

8 BY MS. VEITH:

9 **Q. Channels? What sorts of channels?**

10 A. Like hard copy, digital, TV, radio.

11 **Q. There was an objection by your counsel that I**
12 **asked if these advertisements were prepared by**
13 **Velawcity, and you said they weren't.**

14 **Were there other advertisements that have**
15 **not been produced to me that were prepared by Velawcity?**

16 A. All advertisements have been approved. All
17 advertisements are ran through counsel for Louisiana Bar
18 approval. So I don't want to like -- I'm not trying to
19 be tricky here about who created it.

20 But in my head, the final rubber stamp was
21 put on by counsel. So in my eyes, they created it.

22 MS. VEITH: Okay. So I'm going to move
23 to strike that as nonresponsive.

24 BY MS. VEITH:

25 **Q. But my question is -- and it's just a yes or**

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1 BY MS. VEITH:

2 **Q. Oh, yeah, that are Exhibit 57, did Velawcity**
3 **participate in the creation of them?**

4 A. Potentially.

5 **Q. Who would know the answer to that question, if**
6 **not you?**

7 A. I don't know if anyone knows that.

8 **Q. It's certainly one of the topics of this**
9 **deposition. So just to be clear, you were -- you did**
10 **not prepare by learning what role Velawcity had, if any,**
11 **in the creation of these advertisements; is that right?**

12 A. I just told you.

13 **Q. I don't believe you did.**

14 **So if you have an answer to the question**
15 **of what role Velawcity played, please tell me again**
16 **'cause I did not catch it.**

17 A. They worked with counsel to create
18 bar-approved advertisements. To the granular level of
19 what words they chose to go on the advertisements, I
20 don't know.

21 **Q. That's not what I asked you. I'm asking --**

22 MS. GOOTT: Objection; argumentative.

23 BY MS. VEITH:

24 **Q. -- if they participated at all --**

25 A. You've never asked that.

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1 **no. And I understand that you have testified that all**
2 **-- the final product of an advertisement was approved by**
3 **counsel.**

4 **Were there advertisements that Velawcity**
5 **created that have not been produced to me? That's my**
6 **first question. Yes or no?**

7 A. Can you rephrase it?

8 **Q. Were there advertisements created by Velawcity**
9 **that are -- you have not produced?**

10 A. That's the same question. Can you rephrase
11 it?

12 **Q. What's confusing about it?**

13 A. What do you mean by created?

14 **Q. The word "create" means to produce. That**
15 **Velawcity prepared, drafted, wrote.**

16 A. I don't know of any advertisements that they
17 created, sold to -- I guess my question to your answer
18 is no (verbatim).

19 **Q. Okay. So there are no advertisements that**
20 **Velawcity created that exist?**

21 A. Not solo, no.

22 **Q. Okay. These documents that you're looking at**
23 **that are Exhibit 60 --**

24 **MR. PROBUS: 57.**

25 **MS. VEITH: 57?**

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1 MS. GOOTT: That's a different question.

2 BY MS. VEITH:

3 **Q. -- in the creation of these documents?**

4 MS. GOOTT: You can answer that question.
5 It's a new question.

6 A. I believe they participated. To what extent,
7 I don't know.

8 BY MS. VEITH:

9 **Q. All right. So for the ones that -- like for**
10 **example, turn to the second page, MMA-MB two 0s 1076.**
11 **It says, "by e-mail"; do you see that?**

12 A. Where?

13 **Q. At the top?**

14 A. Where am I looking?

15 **Q. Top left, "by e-mail" above John Doe?**

16 A. Yes, I see that.

17 **Q. Okay. I thought you testified earlier that**
18 **there were no ads sent out by e-mail.**

19 **Was -- were you mistaken?**

20 A. No. There were no direct solicitation e-mails
21 sent.

22 **Q. So to whom were e-mails sent in that case?**

23 A. People that requested information.

24 **Q. And how -- how was that information requested?**

25 A. Manually.

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<p>1 Q. And through what? How manually?</p> <p>2 A. Do you have a specific example?</p> <p>3 Q. No, I'm asking you.</p> <p>4 A. I don't have a specific example.</p> <p>5 Q. So you don't know how they would have been</p> <p>6 requested. You just know they were requested?</p> <p>7 A. I mean, I know ways that you can request</p> <p>8 e-mails.</p> <p>9 Q. Do you personally know of any way in which a</p> <p>10 potential client requested an e-mail that was sent to</p> <p>11 them?</p> <p>12 A. I have no personal knowledge of a personal</p> <p>13 request for an e-mail.</p> <p>14 Q. And so on behalf of MMA, there's no knowledge</p> <p>15 of potential clients requesting e-mails?</p> <p>16 MS. GOOTT: Objection; vague.</p> <p>17 A. I don't -- I don't believe we have that data,</p> <p>18 no.</p> <p>19 BY MS. VEITH:</p> <p>20 Q. So in -- flip to the page that ends in 1080.</p> <p>21 A. Okay.</p> <p>22 Q. This is another one where up at the top left</p> <p>23 it says "by e-mail"; do you see that?</p> <p>24 A. Yes.</p> <p>25 Q. Following the text of the ad, there's the</p>	<p>1 BY MS. VEITH:</p> <p>2 Q. If you know what the website was that this</p> <p>3 hyperlink would send you to.</p> <p>4 Was it your firm's website?</p> <p>5 A. I testified that I don't know if that's a</p> <p>6 hyperlink. But I believe it is.</p> <p>7 Q. Okay. Do you believe that you know the</p> <p>8 website that the hyperlink would send a potential client</p> <p>9 to?</p> <p>10 A. This particular one?</p> <p>11 Q. Yes.</p> <p>12 A. No.</p> <p>13 Q. Do you know the website that a hyperlink would</p> <p>14 send a potential client to in any ad that was sent out</p> <p>15 on MMA's behalf?</p> <p>16 A. Are you asking me if I know a particular ad,</p> <p>17 if it has a particular hyperlink and what that</p> <p>18 particular hyperlink is?</p> <p>19 Q. I'm asking if there exists an ad that you</p> <p>20 would know where the hyperlink within the ad sent the</p> <p>21 potential client to?</p> <p>22 A. That's what I meant.</p> <p>23 Q. Yes.</p> <p>24 A. Like so do I know of a specific ad with a</p> <p>25 specific hyperlink that sent to a specific landing page?</p>
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<p>1 bold, "Let the experts go to work for you and collect</p> <p>2 the funds you deserve to get your property back to</p> <p>3 normal"; do you see that?</p> <p>4 A. Yes.</p> <p>5 Q. And then it says, "To get started, simply</p> <p>6 click here"; do you see that?</p> <p>7 A. Yes.</p> <p>8 Q. Was click here a hyperlink that sent a</p> <p>9 potential client to a particular website?</p> <p>10 A. I would guess.</p> <p>11 Q. Do you know of a website that clients --</p> <p>12 potential clients were sent to access through</p> <p>13 advertisements?</p> <p>14 A. Mma-pllc.com.</p> <p>15 Q. It was your firm's website that --</p> <p>16 A. My firm.</p> <p>17 Q. -- they were directed to? Mma pllc.com?</p> <p>18 A. I don't know if the specific ad sent them to</p> <p>19 that. But I know that you could sign up on our website.</p> <p>20 Q. Sure. So that's not my question. My question</p> <p>21 was if you know where --</p> <p>22 MR. PATTERSON: Yes, it was.</p> <p>23 MS. VEITH: It was not, Mr. Patterson.</p> <p>24 And I do believe you're not participating in this</p> <p>25 deposition.</p>	<p>1 Q. Correct.</p> <p>2 A. No.</p> <p>3 Q. Okay. So then let's just kind of flip through</p> <p>4 the next page, 1081. There looks like it's a click here</p> <p>5 learn more. It's possibly a button that someone could</p> <p>6 click on; do you see that?</p> <p>7 A. Yes.</p> <p>8 Q. And you don't know where that button would</p> <p>9 have directed a potential client if clicked, correct?</p> <p>10 A. No. But it looks like you can call the</p> <p>11 Louisiana State Bar and ask 'cause it has bar number, a</p> <p>12 bar advertisement number for all of these. Every single</p> <p>13 one has a Bar advertisement number, which would have the</p> <p>14 hyperlink.</p> <p>15 Q. So you think a client could call the state bar</p> <p>16 and ask?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. That wasn't my question, but thank you</p> <p>19 for that information. Next page --</p> <p>20 A. You just asked me that question.</p> <p>21 Q. -- 1082.</p> <p>22 MS. GOOTT: Object argumentative.</p> <p>23 BY MS. VEITH:</p> <p>24 Q. 1082.</p> <p>25 A. Yes.</p>

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1 **Q. Same button, "Click here learn more"?**
 2 A. Yes.
 3 **Q. You don't personally know what website that**
 4 **button might have linked you to?**
 5 A. Sitting here, I don't know. But it looks like
 6 I could call the Louisiana State Bar and put this
 7 advertisement number and get more information.
 8 **Q. Okay. Flip to 1085. Same thing. There's a**
 9 **click here hyperlink at the bottom of this page.**
 10 **You don't know what website this click**
 11 **here would link you to?**
 12 A. Sitting here, I do not know. But it looks
 13 like I could call the Louisiana State Bar and give them
 14 LA-22-13014A and they would tell me.
 15 **Q. 1086. There's a click here button. Same**
 16 **thing. You don't know what website that hyperlinked to?**
 17 A. I do not know where this went, no.
 18 **Q. 1087. "Click here to learn more."**
 19 **You don't know where that -- clicking that**
 20 **button would direct you to?**
 21 A. As I sit here today, I do not know.
 22 **Q. Did you know at any point in time? Just since**
 23 **you qualified by "As I sit here today"?**
 24 A. Yeah. I mean, I remember a conversation with
 25 ethics counsel for sure.

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1 **Q. Specifically about what website the potential**
 2 **client would be directed to?**
 3 A. I approved mockups for landing pages, yes.
 4 THE REPORTER: Mockups?
 5 THE WITNESS: Mockups, yes.
 6 BY MS. VEITH:
 7 **Q. Do you remember what -- what those landing**
 8 **pages were? What were they? Mma-pllc.com?**
 9 A. That was one of them. I think one might have
 10 been -- did we buy Lake Charles Strong maybe? I don't
 11 know. We had some -- we had different landing pages.
 12 Hurricanehelp.com maybe. It's been three or four years.
 13 **Q. What's the next page? Was it 1087 or 1088?**
 14 A. I'm on 1089.
 15 **Q. I think it's 1088. Just confirming that click**
 16 **here, you didn't know -- sitting here today, you don't**
 17 **know where that click here would lead you to, correct?**
 18 A. Sitting here today, I don't know if that's a
 19 hyperlink or where -- if it is, where it would lead to.
 20 **Q. Where would -- do you know if it would be**
 21 **something different than a hyperlink that you would**
 22 **click on?**
 23 A. What do you mean?
 24 **Q. Well, you said you don't know if it's a**
 25 **hyperlink. Do you have an idea of something it would be**

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1 **other than a hyperlink?**
 2 A. Could be a picture. I don't know.
 3 **Q. Did you send out advertisements where people**
 4 **clicked on things and pictures popped up?**
 5 A. We definitely had pictures in advertisements.
 6 **Q. And those that you clicked on and the picture**
 7 **popped up?**
 8 A. I bet when you click on a link, pictures pop
 9 up, yeah.
 10 **Q. Pictures on a webpage, correct?**
 11 A. Yeah. It could be.
 12 **Q. All right. Exhibit No. 61. So I'm curious**
 13 **about this -- or sorry, 58. It's my Tab 61. Exhibit**
 14 **No. 58.**
 15 **(Exhibit 58 marked.)**
 16 BY MS. VEITH:
 17 **Q. This document has an MMA-MB Bates number on**
 18 **the bottom, but it also has a Velawcity Bates number on**
 19 **the bottom. And every page of the document has that.**
 20 **Do you know why that is?**
 21 A. I think we were overly diligent in producing
 22 as much material as possible, including documents that
 23 we reviewed from Velawcity's production.
 24 **Q. So these documents, these invoices, they**
 25 **didn't -- you didn't pull them from your own files; is**

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1 **that right?**
 2 A. I don't know.
 3 **Q. Do you have the invoices from Velawcity in**
 4 **your own files?**
 5 A. I would assume so.
 6 **Q. Okay. And would they have Velawcity Bates**
 7 **stamped at the bottom of them?**
 8 A. I'm sure we have copies of Velawcity Bates
 9 stamped documents in our files.
 10 **Q. Sure. I'm asking two different questions.**
 11 **The original invoices, which would have**
 12 **been prior to any litigation, do you have those in your**
 13 **files?**
 14 A. I assume.
 15 **Q. Okay. And did -- those wouldn't have a**
 16 **Velawcity Bates number on the bottom, correct?**
 17 A. Would invoices that existed before the
 18 Velawcity litigation or the MMA Morris Bart litigation
 19 exist? Yes.
 20 **Q. Okay. Can you produce those to me?**
 21 MS. GOOTT: And if they're duplicates, do
 22 you want the same thing?
 23 MS. VEITH: Well, they're -- I mean, this
 24 is from Velawcity, which is quite obvious --
 25 MR. PATTERSON: Yes or no?

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<p>1 MS. VEITH: -- because it has the page 2 stamped across the top. So I'd like to see the 3 documents in MMA's files -- 4 MS. GOOTT: No, I'm just -- I 5 understand-- 6 MS. VEITH: -- that evidence MMA's 7 payment of the invoices. 8 MS. GOOTT: I understand. But I'm asking 9 you if these documents are identical except for the 10 Velawcity Bates stamp, you want us to go through that 11 effort of producing identical documents to you? 12 MS. VEITH: I don't necessarily need 13 identical documents. I don't believe they will be 14 identical because I don't believe they will have the 15 "paid" stamp that Velawcity put on the documents. 16 MS. GOOTT: Okay. So it's the identical 17 document -- if it is the identical document minus the 18 "paid," you still want us to go through that? 19 MS. VEITH: Well, I would like just MMA 20 to search its actual files and produce documents that it 21 maintains in its records -- 22 MR. PATTERSON: Make work. Make work. 23 MS. VEITH: -- so that's -- that's the 24 request that I have. 25 MR. PATTERSON: Make work.</p>	<p>1 (inaudible.) 2 MS. GOOTT: -- I'm asking you -- 3 MR. PROBUS: -- and you want to hide 4 documents. 5 MS. GOOTT: We want to hide when we 6 handed it to you? 7 MR. PROBUS: Shame on you. 8 MS. GOOTT: We gave it to you. 9 MR. PROBUS: Shame on you. 10 MS. GOOTT: Shame on me for what? For 11 giving you exactly -- 12 MR. PROBUS: (Inaudible.) 13 MS. GOOTT: And, Matt, if this 14 document -- 15 MR. PROBUS: (Inaudible) you get 16 Velawcity's file and now MMA -- 17 MS. GOOTT: -- hold on -- hold on. Matt, 18 if this document is identical -- 19 MR. PROBUS: You won't know until you get 20 them. If you get them -- 21 MS. GOOTT: -- Matt, Matt, just listen. 22 Listen to me -- 23 MR. PROBUS: (Inaudible.) 24 MS. GOOTT: Listen, I know you're the big 25 man in the room. And you want to talk over me.</p>
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<p>1 MR. PROBUS: It's not make work. You're 2 assuming -- 3 MS. GOOTT: Hold on -- 4 MR. PROBUS: -- you're assuming it's make 5 work -- 6 MS. GOOTT: -- hold on. Hold on. If -- 7 MR. PROBUS: -- but before you even get 8 the paperwork. 9 MS. GOOTT: Rebekka -- Rebekka -- 10 MR. PROBUS: It's hide work -- 11 MS. GOOTT: -- Rebekka -- 12 MR. PROBUS: -- you're hiding it. I know 13 that. You're hiding the documents. I love that. 14 MS. GOOTT: Rebekka -- Matt, go back to 15 your nap. 16 MR. PROBUS: Yeah, there ain't no nap 17 involved. 18 MS. GOOTT: Well, go -- 19 MR. PROBUS: What's involved is you guys 20 hiding documents -- 21 MS. GOOTT: You woke up -- 22 MR. PROBUS: -- and not producing them -- 23 MS. GOOTT: You woke up, and now you want 24 to make stuff up. I'm asking you -- 25 MR. PROBUS: -- (inaudible) the request</p>	<p>1 MR. PROBUS: I'm not. 2 MS. GOOTT: I'm asking you a question. I 3 want to be responsive and give you documents. It is my 4 understanding that everything that we produced to you is 5 the same thing that we have, except this was already in 6 a file from Velawcity. And the only difference is that 7 it has a "paid" stamp and a Velawcity Bates stamp. 8 My question to you, Rebekka, is, is your 9 request that you want us to go through and produce the 10 exact same document because you want to see it without 11 the paid stamp? 12 MS. VEITH: My request is that I'd like 13 you to confirm in writing -- 14 MS. GOOTT: Happily. 15 MS. VEITH: -- that you have the 16 identical documents -- 17 MS. GOOTT: Yes. 18 MS. VEITH: -- but I do believe there 19 were also requests made for documents evidencing the 20 actual payment, none of which have been received. So 21 that is something that I was asking Mr. Moseley if it 22 exists. And if it does, if we could see it. 23 MS. GOOTT: This evidences that it was 24 paid, correct? You asked for documents evidencing that 25 it was paid.</p>

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1 MS. VEITH: Let me -- you know what?
 2 Let's see if we clear up all of this --
 3 MS. GOOTT: But you're asking me if
 4 there's anything different.
 5 MS. VEITH: I'm not asking you any
 6 questions, Miriam. And I'm happy to discuss after
 7 the --
 8 MS. GOOTT: No, you just --
 9 MS. VEITH: -- deposition --
 10 MS. GOOTT: -- you've just --
 11 MS. VEITH: -- what documents I'm looking
 12 for. But right now, I'm asking Mr. Moseley questions --
 13 MS. GOOTT: Correct.
 14 MS. VEITH: -- and we'll finish the
 15 deposition. And then you and I can talk about what
 16 might be lacking in the discovery responses.
 17 MS. GOOTT: All right. Well, you asked
 18 him if he would produce something to you.
 19 MS. VEITH: I asked him if it's possible
 20 for him to do it.
 21 MS. GOOTT: Correct. And that is
 22 something that he's going to have to work through with
 23 me. And I would like to be responsive and get you what
 24 you need. If you don't want to talk about it now, we
 25 can do it later.

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1 MS. VEITH: Well, we'll talk about it at
 2 the end of the deposition. I'm happy to --
 3 MS. GOOTT: Great.
 4 MS. VEITH: -- almost done. And I'd like
 5 to just get through it.
 6 MS. GOOTT: No problem.
 7 MS. VEITH: -- the answers that
 8 Mr. Moseley provides to the questions might (inaudible)
 9 all of this.
 10 BY MS. VEITH:
 11 **Q. So if you could look at that document,**
 12 **Mr. Moseley. It's Exhibit 58. Okay.**
 13 **So this first page, MMA-MB two 0s 1091,**
 14 **it's that Invoice 1572 which we've already looked at,**
 15 **correct?**
 16 A. Correct.
 17 **Q. And that's for the \$3 million, correct?**
 18 A. (No response.)
 19 **Q. There's a credit card surcharge, I understand.**
 20 **And I was going to ask that next. But --**
 21 MS. GOOTT: Where are you looking that
 22 says 3 million?
 23 MS. VEITH: Amount, 3 million.
 24 MS. GOOTT: Okay. I was looking at the
 25 payment, which is not. But go ahead. Just want to make

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1 sure I'm looking at the right thing.
 2 BY MS. VEITH:
 3 **Q. It's \$3 million plus a 3 percent -- or**
 4 **1.9 percent credit card surcharge, correct?**
 5 A. Correct.
 6 **Q. Okay. And was this invoice paid?**
 7 A. Yes.
 8 **Q. And it was paid by MMA?**
 9 A. I believe so.
 10 **Q. Okay. How -- how can we know so?**
 11 A. I could ask my team to verify. My accounting
 12 team.
 13 **Q. And that isn't something that you've done**
 14 **hereto for?**
 15 A. I have a total in my head of payments that
 16 were issued to Velawcity.
 17 **Q. Okay. What's the total?**
 18 A. \$33.5 million.
 19 **Q. Okay. But if we went through this -- these**
 20 **invoices one by one, you sitting here today could not**
 21 **tell me with certainty that the particular invoice was**
 22 **paid by MMA?**
 23 A. Today, I could probably do that. As we sit
 24 here right now, I cannot.
 25 **Q. Okay. Well, let's go through. And I'll ask**

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1 **you a slightly different question. Next page, which**
 2 **ends in 1092, Invoice 1634.**
 3 **Is this an invoice that was received by**
 4 **MMA from Velawcity?**
 5 A. I believe so.
 6 **Q. How would you know so?**
 7 A. I would just need to get with our accounting
 8 department.
 9 **Q. Next page, MMA-MB 1093. And I do just -- so**
 10 **Topic No. 2 in your deposition notice is payments by you**
 11 **to Velawcity pursuant to any agreements between you and**
 12 **Velawcity relating to hurricane claims.**
 13 **So I do just want to make clear, in**
 14 **preparing for this deposition, you didn't determine with**
 15 **certainty whether any of these payments and the invoices**
 16 **that you produced were actually made by about MMA.**
 17 **Is that your testimony?**
 18 A. I think we're -- I'm not trying to be
 19 difficult here. But a majority, if not all of these
 20 payments MMA is responsible for. But the money could
 21 have come from other places.
 22 **Q. So --**
 23 A. In almost all cases, it came from EAJF.
 24 **Q. And were those payments made on behalf of MMA?**
 25 A. If this is the MMA campaigns, yes.

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<p>1 Q. Okay. So the page number ending in 1093,</p> <p>2 Invoice No. 1709, sitting here today, you cannot tell me</p> <p>3 with certainty if MMA received this invoice?</p> <p>4 A. I mean, it looks like --</p> <p>5 MS. GOOTT: Objection; that</p> <p>6 mischaracterizes his testimony.</p> <p>7 A. I mean, it says it was mailed to us. So I</p> <p>8 assume we received it.</p> <p>9 BY MS. VEITH:</p> <p>10 Q. Okay. Do you assume that you -- MMA or</p> <p>11 someone on MMA's behalf paid it?</p> <p>12 A. I assume all of these invoices were paid.</p> <p>13 Q. And to know that with certainty, you will need</p> <p>14 to speak with your accounting department?</p> <p>15 A. Yeah, I mean, I just haven't gone up and added</p> <p>16 these up individually. I haven't memorized the numbers.</p> <p>17 What if you snuck one in here that's MMA's?</p> <p>18 Q. Well, so that's why I want to go through them.</p> <p>19 Because I certainly am not intending to do that. So</p> <p>20 next document --</p> <p>21 A. But I still haven't memorized them one by one.</p> <p>22 Q. Sure. But you're looking at them now. So you</p> <p>23 can -- I think you would be able to tell me if there's</p> <p>24 one I snuck in; is that right?</p> <p>25 MS. GOOTT: I'm going to -- objection.</p>	<p>1 A. I believe -- I have no reason to believe it</p> <p>2 wasn't.</p> <p>3 Q. Was it paid by MMA or on MMA's behalf?</p> <p>4 A. I believe so.</p> <p>5 Q. MMA-MB 1096, the next page. Invoice 1781 --</p> <p>6 A. Yes.</p> <p>7 Q. -- was this invoice sent to MMA?</p> <p>8 A. I believe so.</p> <p>9 Q. Was it received by MMA?</p> <p>10 A. I have no reason not to believe so.</p> <p>11 Q. Was it paid by MMA or on MMA's behalf?</p> <p>12 A. I don't know -- I don't believe that</p> <p>13 Invoice 1781 was paid on MMA's behalf.</p> <p>14 Q. Okay. And why is that?</p> <p>15 A. 'Cause I think it was paid on Krause &</p> <p>16 Kinsman's behalf.</p> <p>17 Q. So although it was billed to McClenny Moseley</p> <p>18 and Associates, it was paid by Krause & Kinsman?</p> <p>19 A. Maybe. Same thing with -- the names are</p> <p>20 different. And other firms use Velawcity. So I don't</p> <p>21 know if -- you know. I don't know. The names --</p> <p>22 because the naming of the invoices aren't clear, I don't</p> <p>23 know if -- you know...</p> <p>24 Q. And if it was an invoice that was intended for</p> <p>25 and sent to Krause & Kinsman, would it be in MMA's</p>
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<p>1 There's no reason to argue with him.</p> <p>2 MS. VEITH: I'm asking a question.</p> <p>3 MS. GOOTT: No, you're not asking him.</p> <p>4 You're saying, "I assume that you would go through that</p> <p>5 I didn't sneak one in." He told you he prepared. He</p> <p>6 told you he knew the number. He knows how much is paid.</p> <p>7 He doesn't have these memorized. And we don't have to</p> <p>8 argue with him.</p> <p>9 MS. VEITH: We're going to go through</p> <p>10 them one by one.</p> <p>11 BY MS. VEITH:</p> <p>12 Q. So next page, MMA-MB two 0s 1094, Invoice</p> <p>13 1747. Is this an invoice that was sent to MMA?</p> <p>14 A. It says it was.</p> <p>15 Q. Is it an invoice that was received by MMA?</p> <p>16 A. I believe so.</p> <p>17 Q. Is it an invoice that was paid by or on MMA's</p> <p>18 behalf?</p> <p>19 A. I believe so.</p> <p>20 Q. Next page, MMA-MB two 0s 1095. This is also</p> <p>21 Invoice 1752. But it has a different -- no. The first</p> <p>22 one was 1572. This is 1752.</p> <p>23 Was this invoice sent to MMA?</p> <p>24 A. It says it was.</p> <p>25 Q. Was it received by MMA?</p>	<p>1 files?</p> <p>2 A. It could be if they sent it.</p> <p>3 Q. All right. Next one, MMA-MB two 0s 1097.</p> <p>4 Invoice 1806. Is this an invoice that was sent to MMA?</p> <p>5 A. It says it was.</p> <p>6 Q. Was this an invoice that was received by MMA?</p> <p>7 A. I have no reason to believe it wasn't.</p> <p>8 Q. Was it paid by or on behalf of MMA?</p> <p>9 A. I don't know.</p> <p>10 Q. Okay. Next page, MMA-MB two 0s 1098,</p> <p>11 Invoice 1830. Is this an invoice that was sent to MMA?</p> <p>12 A. It says it was.</p> <p>13 Q. Was it received by MMA?</p> <p>14 A. I have no reason to believe it wasn't.</p> <p>15 Q. Was it paid by MMA or on MMA's behalf?</p> <p>16 A. I have no reason to believe it wasn't.</p> <p>17 Q. And, finally, MMA-MB two 0s 1099, Invoice</p> <p>18 1831. Is this an exhibit that -- or excuse me, an</p> <p>19 invoice that was sent to MMA?</p> <p>20 A. It says it was.</p> <p>21 Q. Was it received by MMA?</p> <p>22 A. I have no reason to believe it wasn't.</p> <p>23 Q. And was it paid by MMA or on MMA's behalf?</p> <p>24 A. I have no reason to believe it wasn't.</p> <p>25 MS. VEITH: We'll request on the record</p>

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<p>1 that MMA produce invoices actually in its files and</p> <p>2 documents evidencing MMA's payment of those invoices,</p> <p>3 particularly in light of Mr. Moseley's testimony that</p> <p>4 some of these invoices may not have been paid by MMA or</p> <p>5 on MMA's behalf.</p> <p>6 MS. GOOTT: Do you want to -- do you want</p> <p>7 to take a quick little break so we can get to the answer</p> <p>8 of that so I can get it for you?</p> <p>9 MS. VEITH: Sure.</p> <p>10 MS. GOOTT: Okay.</p> <p>11 MS. VEITH: Let's go off the record.</p> <p>12 THE VIDEOGRAPHER: The time is 3:07 p.m.,</p> <p>13 and we're off the record.</p> <p>14 (A break was taken from 3:07 p.m. to</p> <p>15 3:23 p.m.)</p> <p>16 (Exhibit 59 marked.)</p> <p>17 THE VIDEOGRAPHER: The time is 3:23 p.m.,</p> <p>18 and we are back on the record.</p> <p>19 BY MS. VEITH:</p> <p>20 Q. Okay. Mr. Moseley, I'm marking a document as</p> <p>21 Exhibit 59 that's titled "Transaction Report MMA Law</p> <p>22 Firm." So let's switch.</p> <p>23 Tell me what this document is?</p> <p>24 A. This is a document we just created at your</p> <p>25 request to summarize payments in our internal system</p>	<p>1 corresponds to a particular invoice?</p> <p>2 A. I think matching it with the invoice would</p> <p>3 probably be the most efficient way.</p> <p>4 Q. And when you say the invoice, you mean the</p> <p>5 invoice amount?</p> <p>6 A. Yes.</p> <p>7 Q. Okay.</p> <p>8 A. Or date.</p> <p>9 Q. Okay. Do you -- so at the very bottom, the</p> <p>10 last row is a payment on April 25th, 2022. It says,</p> <p>11 "Bill." And then there's an 1824 in the NUM column.</p> <p>12 Would that be an invoice number, or is it</p> <p>13 a check number?</p> <p>14 A. I'm not sure.</p> <p>15 Q. Okay. Is there any way within MMA system to</p> <p>16 match up payments to invoices?</p> <p>17 A. Is there any way in MMA system to match up</p> <p>18 payments with invoices?</p> <p>19 Q. Correct.</p> <p>20 A. Yes.</p> <p>21 Q. What is that way?</p> <p>22 A. Manual.</p> <p>23 Q. Okay. And that, as of today, has not been</p> <p>24 done. Is that fair to say? For these Velawcity</p> <p>25 payments?</p>
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<p>1 going to Velawcity.</p> <p>2 Q. Okay. And the total amount is about</p> <p>3 28.95 million, correct?</p> <p>4 A. Yes, ma'am.</p> <p>5 Q. So that's slightly off from the number that</p> <p>6 you previously told me.</p> <p>7 Is this document's number the number that</p> <p>8 I should be relying on?</p> <p>9 A. I still believe that MMA paid around 33 and a</p> <p>10 half million dollars to Velawcity. Just with a quick</p> <p>11 gathering of information, this is what we were able to</p> <p>12 capture.</p> <p>13 Q. Okay. This is a list of -- it has several</p> <p>14 columns. The first is transaction date. Then there's</p> <p>15 transaction type. Then there's NUM.</p> <p>16 Does that stand for number?</p> <p>17 A. (Reading.) I don't know what that stands for.</p> <p>18 Q. Okay. And then there's name and then</p> <p>19 category/product/service amount.</p> <p>20 Does that fairly represent the columns in</p> <p>21 this document?</p> <p>22 A. Yes.</p> <p>23 Q. Is there a way for me -- other than just</p> <p>24 matching the amounts, is there a way for me to tell if a</p> <p>25 particular payment on this transaction report</p>	<p>1 A. We just created this document. So we have not</p> <p>2 done more work with this document we just created.</p> <p>3 Q. Okay. So I think you answered my question</p> <p>4 yes, but just to be clear. And I'm just -- I want to</p> <p>5 understand the universe I'm working with.</p> <p>6 Sitting here at this very moment, there is</p> <p>7 no manually-created document that matches payments to</p> <p>8 invoices?</p> <p>9 A. Not specifically for Velawcity.</p> <p>10 MS. GOOTT: I asked. We would have given</p> <p>11 --</p> <p>12 MS. VEITH: I understand. I understand.</p> <p>13 BY MS. VEITH:</p> <p>14 Q. Take a look at -- so keep Exhibit 59 in front</p> <p>15 of you, and then put Exhibit 58 in front of you as well.</p> <p>16 So the first invoice in Exhibit 58 is for</p> <p>17 a total of \$3,058,103.98; do you see that?</p> <p>18 A. Yes, ma'am.</p> <p>19 Q. And on Exhibit 59, five lines down, there</p> <p>20 is --</p> <p>21 A. Oh, sorry. I was --</p> <p>22 Q. -- there is a payment in that amount to</p> <p>23 Velawcity, correct?</p> <p>24 A. Yeah. I marked on this exhibit. Can I just</p> <p>25 exchange it?</p>

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<p>1 MS. VEITH: Sure.</p> <p>2 MS. GOOTT: Do you want to switch?</p> <p>3 THE WITNESS: Yeah.</p> <p>4 (A brief discussion was held off record.)</p> <p>5 MS. VEITH: Yeah, we'll -- I got it.</p> <p>6 We'll put a new 59 on the clean one. And you just keep</p> <p>7 marking up the one --</p> <p>8 THE WITNESS: Yeah, I was just trying to</p> <p>9 identify the --</p> <p>10 MS. VEITH: I got it.</p> <p>11 THE WITNESS: -- invoices.</p> <p>12 MS. VEITH: Totally fine. Miriam, you'll</p> <p>13 just put that on the pile and we're done. So he can</p> <p>14 keep marking up --</p> <p>15 (A brief discussion was held off record.)</p> <p>16 BY MS. VEITH:</p> <p>17 Q. So next page, MMA-MB two 0s 1092 is an invoice</p> <p>18 for a total of \$2,036,698, correct?</p> <p>19 A. Yes.</p> <p>20 Q. And if you go three more lines down from the</p> <p>21 last payment we looked at, there is a payment in that</p> <p>22 amount to Velawcity on Exhibit 59, correct?</p> <p>23 A. Correct.</p> <p>24 Q. The next invoice, MMA-MB two 0s 1093, it's for</p> <p>25 a payment of \$39,756; do you see that?</p>	<p>1 Q. And then over on Exhibit 59, the next payment,</p> <p>2 which is dated May 2nd, 2022 is for \$998,059; do you see</p> <p>3 that?</p> <p>4 A. Yes, ma'am.</p> <p>5 Q. Okay. The next page of Exhibit 58, MMA-MB</p> <p>6 1095 is for a total of \$3,591,954.02; do you see that?</p> <p>7 A. Yep.</p> <p>8 Q. And there is no identical payment on</p> <p>9 Exhibit 59, correct?</p> <p>10 A. There is not.</p> <p>11 Q. However, there is a payment -- there are two</p> <p>12 payments both made on June 16th; do you see that?</p> <p>13 A. I do.</p> <p>14 Q. And; the first one is for \$3,395,000; do you</p> <p>15 see that?</p> <p>16 A. Yes.</p> <p>17 Q. And the next is for \$196,954.02; you see that?</p> <p>18 A. Yep.</p> <p>19 Q. Okay. All right. The next page of</p> <p>20 Exhibit 59, MMA-MB two 0s 1096, is for a total payment</p> <p>21 of \$3,114,224.14; do you see that?</p> <p>22 A. Yes.</p> <p>23 Q. And there is no identical payment reflected on</p> <p>24 Exhibit 59, correct?</p> <p>25 A. Correct.</p>
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<p>1 A. Yes.</p> <p>2 Q. And there is no similar payment reflected on</p> <p>3 Exhibit 59, right?</p> <p>4 A. No.</p> <p>5 Q. There are, however, references to payments</p> <p>6 made to a Light Snap account that are debited on this</p> <p>7 invoice. Do you see that?</p> <p>8 A. I do.</p> <p>9 Q. And one is for \$500,000, 2/25/2022?</p> <p>10 A. Yep.</p> <p>11 Q. And then if you look at Exhibit 59, underneath</p> <p>12 the last payment on 2/23/22, there's a \$500,000 payment</p> <p>13 to Velawcity?</p> <p>14 A. I see it.</p> <p>15 Q. Okay. And then the next debit on Exhibit 58,</p> <p>16 page MMA-MB 1093, is payment made to Light Snap on March</p> <p>17 18, 2022 for \$1.5 million; do you see that?</p> <p>18 A. I do.</p> <p>19 Q. And then over on Exhibit 59, the next payment,</p> <p>20 which is dated March 16, 2022 to Velawcity is for</p> <p>21 \$1.5 million, correct?</p> <p>22 A. Yes, ma'am.</p> <p>23 Q. Okay. All right. Next invoice, MMA-MB two 0s</p> <p>24 1094 is for \$998,059; do you see that?</p> <p>25 A. Yes.</p>	<p>1 Q. There is a payment on August 2nd for just a</p> <p>2 flat 3 million, correct?</p> <p>3 A. Yes.</p> <p>4 Q. Is it possible that that's related to this</p> <p>5 invoice which was sent on July 18th?</p> <p>6 A. Like Kevin Garnett said, anything's possible.</p> <p>7 Q. But you -- you don't know?</p> <p>8 A. Yeah.</p> <p>9 Q. Okay. Next page, MMA-MB two 0s 1097 for</p> <p>10 \$848,212.77?</p> <p>11 A. Yep.</p> <p>12 Q. You see that?</p> <p>13 And there's not a corresponding payment on</p> <p>14 the Exhibit 59, correct?</p> <p>15 A. Correct.</p> <p>16 Q. Okay. MMA-MB two 0s 1098 is an invoice for a</p> <p>17 flat \$1 million, correct?</p> <p>18 A. Correct.</p> <p>19 Q. There is no flat one-million-dollar payment on</p> <p>20 Exhibit 59, correct?</p> <p>21 A. There is not.</p> <p>22 Q. However, if you look to MMA-MB two 0s 1099,</p> <p>23 it's also an invoice for a flat \$1 million on</p> <p>24 November 18th, 2022?</p> <p>25 A. (No response.)</p>

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<p>1 Q. You see that?</p> <p>2 A. Yes.</p> <p>3 Q. And the previous invoice was dated</p> <p>4 November 14th, 2022, correct?</p> <p>5 A. Yes.</p> <p>6 Q. And there is a two-million-dollar payment, but</p> <p>7 -- that is on the invoice. Although that was made in</p> <p>8 August of 2022, correct?</p> <p>9 A. Correct.</p> <p>10 Q. And that is the sum total of Exhibit -- or of</p> <p>11 invoices that make up Exhibit 58.</p> <p>12 MS. VEITH: So I would just ask on the</p> <p>13 record for the production of any additional invoices</p> <p>14 from Velawcity that MMA has in its possession that may</p> <p>15 relate to the payments detailed on the transaction</p> <p>16 report that is Exhibit 59.</p> <p>17 BY MS. VEITH:</p> <p>18 Q. Okay. Exhibit 60 is MMA-MB three 0s 234.</p> <p>19 THE REPORTER: 2 what?</p> <p>20 MS. VEITH: 34.</p> <p>21 (Exhibit 60 marked.)</p> <p>22 A. (Reading.)</p> <p>23 BY MS. VEITH:</p> <p>24 Q. And this document is an e-mail with the</p> <p>25 subject line "Cease and Desist," correct?</p>	<p>1 THE REPORTER: The what hearing?</p> <p>2 THE WITNESS: Fernadovich (phonetic.)</p> <p>3 It's a case.</p> <p>4 A. Where Mr. Matthew Modsin made some pretty</p> <p>5 egregious allegations. And on advice of counsel and out</p> <p>6 of abundance of clearance -- or clearance of abundance,</p> <p>7 we decided to send a cease and desist to Velawcity</p> <p>8 (verbatim.)</p> <p>9 MS. VEITH: Give me one second to confer</p> <p>10 with Mr. Probus. I think I might be done. Okay.</p> <p>11 Thank you, Mr. Moseley, for your time. I</p> <p>12 tender the witness. No questions?</p> <p>13 MS. GOOTT: No.</p> <p>14 MS. VEITH: All right. Thank you so</p> <p>15 much, Mr. Moseley.</p> <p>16 THE VIDEOGRAPHER: Before we go off the</p> <p>17 record, did y'all need a copy of the video or</p> <p>18 transcript?</p> <p>19 MS. GOOTT: We just need a read and</p> <p>20 review. That's all.</p> <p>21 THE VIDEOGRAPHER: All right. The time</p> <p>22 is 3:36 p.m., and we're off the record.</p> <p>23 (Whereupon, the deposition was concluded</p> <p>24 at 3:37 p.m., and further the deponent</p> <p>25 saith not.)</p>
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<p>1 A. Correct.</p> <p>2 Q. And the e-mail is dated February 5th, 2023,</p> <p>3 correct?</p> <p>4 A. Correct.</p> <p>5 Q. And in the e-mail on February 5th, 2022,</p> <p>6 Mr. Huye e-mails Tighe Wilhelmy and says, "This e-mail</p> <p>7 will confirm that MMA directs you to cease and desist</p> <p>8 all advertising on its behalf per our consulting</p> <p>9 agreement"; you see that?</p> <p>10 A. Yes.</p> <p>11 Q. After February 5th, 2023, were -- did MMA sign</p> <p>12 -- eventually reach agreements to represent any clients</p> <p>13 who were screened as potential clients by Velawcity</p> <p>14 following February 5th, 2023?</p> <p>15 Or is this the last day that Velawcity</p> <p>16 would have screened potential clients for MMA?</p> <p>17 A. This would have been the last day. I guess</p> <p>18 the universe exists where they could have screened a</p> <p>19 client and then we did not get the client or -- you</p> <p>20 know. We did not -- the client could have reached us in</p> <p>21 different avenues, I guess, is what I'm saying.</p> <p>22 Q. Why was MMA directing Velawcity to cease and</p> <p>23 desist all advertising?</p> <p>24 A. This was the day of or day after the</p> <p>25 Fernadovich (phonetic) hearing where --</p>	<p>1 CHANGES AND SIGNATURE</p> <p>2 PAGE LINE CHANGE REASON</p> <p>3 _____</p> <p>4 _____</p> <p>5 _____</p> <p>6 _____</p> <p>7 _____</p> <p>8 _____</p> <p>9 _____</p> <p>10 _____</p> <p>11 _____</p> <p>12 _____</p> <p>13 _____</p> <p>14 _____</p> <p>15 _____</p> <p>16 _____</p> <p>17 _____</p> <p>18 _____</p> <p>19 _____</p> <p>20 _____</p> <p>21 _____</p> <p>22 _____</p> <p>23 _____</p> <p>24 _____</p> <p>25 _____</p>

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John Moseley April 8, 2025

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1 I, JOHN MOSELEY, have read the
2 foregoing deposition and hereby affix my signature that
3 same is true and correct, except as noted above.
4

5 JOHN MOSELEY

6 THE STATE OF _____
7 COUNTY OF _____
8

9 Before me, _____, on
10 this day personally appeared JOHN MOSELEY, known to me
11 (or proved to me under oath or through
12 _____) (description of identity
13 card or other document)) to be the person whose name is
14 subscribed to the foregoing instrument and acknowledged
15 to me that they executed the same for the purposes and
16 consideration therein expressed.

17 Given under my hand and seal of office this
18 _____ day of _____, 2025
19

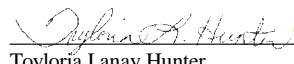
20 NOTARY PUBLIC IN AND FOR
21 THE STATE OF _____
22 COMMISSION EXPIRES: _____
23
24
25

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1 That pursuant to information given to the deposition
2 officer at the time said testimony was taken, the
3 following includes counsel for all parties of record:
4 Miriam T. Goott, Attorney for MMA LAW FIRM, PLLC
5 Rebekka C. Veith, Attorney for MORRIS BART LLC
6 Matthew Probus, Attorney for MORRIS BART LLC
7 Natalie Galerne, Attorney for THE UCC

8 I further certify that I am neither counsel for,
9 related to, nor employed by any of the parties or
10 attorneys in the action in which this proceeding was
11 taken, and further that I am not financially or
12 otherwise interested in the outcome of the action.
13

14 Certified to by me this 14th day of April, 2025.
15

16
17 
18 Toyloria Lanay Hunter
19 Texas CSR No. 7978
20 Expiration Date: 09/30/2026
21 WORLDWIDE COURT REPORTERS, INC.
22 FIRM REGISTRATION NO.223
23 3000 Weslayan
24 Suite 235
25 Houston, Texas 77027
Tel: 800.745.1101
Fax: 713.572.2009



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1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE SOUTHERN DISTRICT OF TEXAS
3 HOUSTON DIVISION
4 MMA LAW FIRM, PLLC,)
5)
6 PLAINTIFF,)
7)
8)

9 VS.) Civil Action No.
10) 4:24-cv-4446

11 MORRIS BART, LLC,,)
12)
13 DEFENDANT.)
14)
15)
16)

17 *****
18 REPORTER'S CERTIFICATION
19 DEPOSITION OF JOHN MOSELEY
20 April 8, 2025

21 I, Toyloria Lanay Hunter, Certified Shorthand
22 Reporter in and for the State of Texas, hereby certify
23 to the following:

24 That the witness, JOHN MOSELEY, was duly sworn
25 remotely by the officer and that the transcript of the
oral deposition is a true record of the testimony given
by the witness;

That the deposition transcript was submitted on
_____ to the witness or to the
attorney for the witness for examination, signature and
return to me by _____;

That the amount of time used by each party at the
deposition is as follows:
MS. VEITH.....04:50:24

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